



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, April 10, 2018 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

John Browne	Mayor
Weldon Smith.....	Ward One
Cully Stevens	Ward Two
Travis Read.....	Ward Three
Robert Karr, Vice Mayor.....	Ward Four
Buddy Garvin	Ward Five
Jason Barnett	Ward Six
Peter J. Stasiak.....	City Manager
William J. Ervin.....	City Attorney
Cora M. Middleton	City Clerk

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING-IN CEREMONY

Judge Deborah Hackler will administer the Oath of Office to the newly elected Council Members:

- Oath of Office – Council Members
Ward Two – Cully Stevens
Ward Four – James Brown

INCOMING COUNCIL – Council Remarks - Opportunity for Council Remarks

- New Council members take Office
- Selection of Interim Vice-Mayor

RECOGNITION AND AWARDS

The Mayor would like to issue a Proclamation in recognition of the Great American Cleanup sponsored by the Keep America Beautiful organization.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of the Minutes from the March 13, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 13, 2018, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for March 21, 2018 through April 2, 2018. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorizing the Mayor to sign a Maintenance Contract with Miller Office for (9) copiers for a period of one year. *(Toni Ervin, Chief Financial Officer)*
- E. Consider and act upon, authorizing the Mayor to sign an agreement with SpyGlass Group, LLC for auditing services regarding the City's phone expenses. *(Toni Ervin, Chief Financial Officer)*
- F. Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 204492-ME. *(Cora Middleton, City Clerk)*

- G. Consider and act upon, a Personal Services Agreement with David Wright for hay baling on the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$780.00. *(Mel Priddy, Community Services Director)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.

A PUBLIC HEARING ON THE PROPOSED CAPITAL PROGRAM FOR FY2018/2019-2022/2023 FOR THE CITY OF MCALESTER.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE E 34' LOT 11 & W 41' LOT 12, BLOCK 298, SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

SCHEDULED BUSINESS

1. Consider and act upon, the request from McAlester Public Schools for funding of Capital Improvements at Puterbaugh School and various additional safety and security improvements. These funds are to be drawn from the quarter cent sales tax generated by the 2003 Sales Tax Ordinance #2159. *(Randy Hughes, McAlester Public Schools)*

Executive Summary

Staff recommends approval of the request from McAlester Public Schools in the amount of \$1,600,000 or a similar amount apportioned on a per student basis.

2. Discussion and possible action concerning proposed updates to the current rental contract and rental fees of the McAlester Expo Center. *(Billy Sumner, Expo Manager)*

Executive Summary

Staff recommends the council approve the new and updated contract for the McAlester Expo Center as well as the increase in rental prices, effective July 1st, 2018, on any newly signed contracts.

3. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for the E 34' of Lot 11 and W 41' of Lot 12, Block 298, South McAlester, Pittsburg County, State of Oklahoma, from R-1B

Single-family Residential District to R-2 Two-family Dwelling (duplex) District. *(Jayme Clifton, Community Development Director)*

Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-family Residential District to R-2 Two-family Dwelling (duplex) District and authorizing the Mayor to sign the ordinance.

4. Consider and act upon, declaring certain equipment surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to declare certain equipment surplus property and authorize the sale of said equipment.

5. Consider and act upon, accepting the bid amount of \$149,650 from SMC Utility Construction and authorizing the Mayor to sign the Notice of Award for the 2017 CDBG Water Improvements Project. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*

Executive Summary

The recommendation is to accept the bid from SMC Utility Construction and authorizing the Mayor to sign the Notice of Award for the 2017 CDBG Water Improvements Project.

6. Consider and act to approve creation of the McAlester Economic Development Authority by approving the Trust Declaration. *(William J. Ervin, Legal)*

Executive Summary

Staff recommends approval of the Trust Declaration, and creation of the McAlester Economic Development Authority.

7. Consider and act to adopt a resolution accepting the beneficial interest of the McAlester Economic Development Authority and authorizing the Mayor to endorse the acceptance of the beneficial interest of the trust on the Trust Declaration. *(William J. Ervin, Legal)*

Executive Summary

Staff recommends adoption of a resolution accepting the beneficial interest of the MEDA on behalf of the City of McAlester, Oklahoma, and authorizing the Mayor to endorse the acceptance of the Trust Declaration.

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the March 27, 2018, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 2, 2018. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the March 27, 2018, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 2, 2018. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization for the Mayor to sign a Maintenance Contract with Miller Office for (9) copiers for a period of one year. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, declaring certain equipment surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, acceptance of the bid amount of \$149,650 from SMC Utility Construction and authorizing the Mayor to sign the Notice of Award for the 2017 CDBG Water Improvements Project. *(Robert Vaughan, Infrastructure Solutions Group, LLC)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 et.seq. Oklahoma Statutes, to wit:

- Proposed Executive Session pursuant to Title 25, Sec. 307 (B) (1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter Stasiak
- Legal update on the City of McAlester vs. Randy Green

RECONVENE INTO OPEN SESSION

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2018 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, March 13, 2018, at 6:00 P.M. after proper notice and agenda was posted, March 12, 2018 at 2:07 P.M.

Call to Order

Mayor Browne called the meeting to order.

Councilman Robert Karr gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & John Browne
Absent: None
Presiding: John Browne, Mayor

Staff Present: Peter Stasiak, City Manager; Toni Ervin, CFO; Jayme Clifton, Community Development Director; David Horinek, Public Works Director; Kirk Ridenour, Economic Development Director; Dalton Carlton, Utility Maintenance Superintendent; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizens Comments on Non-Agenda Items

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

There were no citizens' comments.

Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of the Minutes from the February 13, 2018, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for February 21, 2018 through March 6, 2018. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$93,914.73; Nutrition - \$1,249.57; Cemetery Care Fund - \$8,650.18; Tourism Fund - \$7,264.41; SE Expo Center - \$21,135.99; E-911 - \$633.66; Economic Development - \$5,810.50; CDBG Grants Fund - \$1,750.00; Fleet Maintenance - \$7,499.13; Dedicated Sales Tax – MPWA - \$500.00;

CIP Fund - \$37,956.00; Technology Fund - \$23,641.48 and Stormwater Fund - \$17,784.13.

- C. Concur with the Mayor's appointment of Ira Brinlee to the Pittsburg County Regional Expo Authority Board for a term to expire on June 30, 2020. *(John Browne, Mayor)*
- D. Consider and act upon, authorizing the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C. for consultant services for the period of July 1, 2018 through June 30, 2019. *(Toni Ervin, Chief Financial Officer)*
- E. Consider and act upon, authorizing the Mayor to sign the attached "Outlay Report and Request for Reimbursement for Construction Programs" for Project 3-40-0057-015-2017 "Rehabilitate Runway 2/20 and Connecting Taxiways (Design Only)". *(David Horinek, Public Works Director)*
- F. Consider and act upon, approval of a Resolution to extend the term of the Cable Television Permit with Vyve Broadband A, LLC. *(Joe Ervin, City Attorney)* Resolution No. 18-06.
- G. Consider and act upon, authorization for the Mayor to sign the application for Voya Annuity Company for administration and investment of employee matching funds for our 457(b) plan. *(Toni Ervin, Chief Financial Officer)*

A motion to approve the Consent Agenda was made by Vice-Mayor Karr and seconded by Councilman Smith.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Smith, Stevens, Read, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

A motion to open the Public Hearing to address two (2) ordinances was made by Councilman Stevens and seconded by Councilman Read.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Stevens, Read, Karr, Garvin, Barnett, Smith & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was opened at 6:03 P.M.

Public Hearing

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 62, LAND DEVELOPMENT, PLANNING, ZONING AND SUBDIVISIONS, ARTICLE IV, DIVISION 2, SECTION 62-256, R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT, SECTION 62-258, R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT, AND SECTION 62-259, R-3 MULTIPLE-FAMILY DWELLING DISTRICT; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

AN ORDINANCE AMENDING CHAPTER 22, BUSINESSES, OF THE MCALESTER CITY CODE, CREATING ARTICLE VIII, MOBILE FOOD VENDORS; AMENDING CHAPTER 48, FEES, CHARGES AND SERVICE RATES, CREATING ARTICLE VIII, MOBILE FOOD VENDORS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

Jim Miller, 118 E. Carl Albert Parkway addressed the Council expressing his concerns about mobile food trucks parking on Carl Albert Parkway.

There was no further comments and a motion to close the Public Hearing was made by Councilman Read. The motion was seconded by Councilman Smith, and the vote was taken as follows:

AYE: Councilman Read, Smith, Karr, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Public Hearing was closed at 6:12 P.M.

Scheduled Business

1. Discussion and update on water project and concerns. *(Dalton Carlton, Utility Maintenance, Walt Herring, Inframark, Robert Vaughan, Infrastructure Solutions Group)*
Executive Summary
Discussion.

Manager Stasiak addressed the Council commenting that this item would address the concerns about the odor and taste of the City's water, update the Council on the projects at the water treatment plant, the 20 inch water line, the raw water pumps and the 30 inch water line.

Dale Burke, P.E. President Infrastructure Solutions Group, LLC addressed the Council reviewing the activities around the MCC controls. He updated them on the status of the repairs.

There was a brief discussion concerning the status of the pumps and how many were operational.

Robert Vaughan, P.E. Branch Manager Infrastructure Solutions Group, LLC addressed the Council concerning the 20 inch line break that had left the City without water for a few days. He explained what had happened and added that they had received a quote to reroute the water line around the old water treatment plant but the cost was prohibitive. He stated that Dalton Carlton, Utility Maintenance Superintendent had obtained a quote for materials that was around

\$50,000.00 and with the City employees doing the work, the repairs would be much more affordable.

There was a brief discussion concerning how long it would take to complete the project and how the line would be moved.

Dalton Carlton, Utility Maintenance Superintendent updated the Council on the status of the 30" water line and how the repairs had been accomplished on the line at the same time that the raw water pumps were down. He explained that the water towers had been filled and the replacement parts for the water line were already on hand.

There was a brief discussion concerning the City's secondary water source at Coal Creek, how it needed to be accessible and ready if needed, working with PSO to obtain costs for bringing that pump station on line, looking into the possibility of obtaining federal aid to help with those costs, how long these repairs would extend the life of the water plant, the cost of a new plant, and the capacity of the plant.

Walt Herring, Project Manager for Inframark addressed the Council concerning the odor and taste of the City's water. He explained that they had started using a chemical Ozone and quit using carbon but the organics in the lake were too much for the Ozone and they had returned to using carbon. He added that the taste and odor of the water should improve as the water in the storage towers cycled.

There was no vote on this item.

2. Consider and act upon, an ordinance amending McAlester City Code Chapter 62, Land Development, Planning, Zoning and Subdivisions, Article IV, Division 2, Section 62-256, R-1B Single-family residential district, Section 62-258, R-2 Two-family dwelling (duplex) district, and Section 62-259, R-3 Multiple-family dwelling district; repealing all conflicting ordinances, and providing for severability. (*Jayme Clifton, Community and Economic Development Director*)

Executive Summary

Motion to act upon and approve the above ordinance amending McAlester City Code Chapter 62, Land Development, Planning, Zoning and Subdivisions, Article IV, Division 2, Section 62-256, R-1B Single-family residential district, Section 62-258, R-2 Two-family dwelling (duplex) district, and Section 62-259, R-3 Multiple-family dwelling district; repealing all conflicting ordinances, and providing for severability, and authorizing the Mayor to sign the ordinance.

Director Clifton addressed the Council explaining that the City had a number of small lots that did not meet the minimum lot size required by the current Code. She added that the Planning Commission had met on February 20, 2018 and voted unanimously to recommend this amendment to the Council. She added that this would amend the lot area from 6,000 square feet to 4,500 square feet.

There was discussion concerning the setbacks, the number of lots, the maximum square footage of the structures on smaller lots, and if this would affect structures that the City had already condemned.

ORDINANCE NO. 2620

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA; AMENDING MCALESTER CITY CODE CHAPTER 62, LAND DEVELOPMENT, PLANNING, ZONING AND SUBDIVISIONS, ARTICLE IV, DIVISION 2, SECTION 62-256, R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT, SECTION 62-258, R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT, AND SECTION 62-259, R-3 MULTIPLE-FAMILY DWELLING DISTRICT; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

A motion to approve **ORDINANCE NO. 2620**, was made by Councilman Smith and seconded by Councilman Read. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

3. Consider and act upon, an ordinance amending Chapter 22, Businesses, of the McAlester City Code by creating Article VIII, Mobile Food Vendors; amending Chapter 48, Fees, Charges and Service Rates, creating Article VIII, Mobile Food Vendors; repealing all conflicting ordinances, and providing for severability. *(Jayme Clifton, Community and Economic Development Director)*

Executive Summary

Motion to act upon and approve the above ordinance amending Chapter 22, Businesses, of the McAlester City Code by creating Article VIII, Mobile Food Vendors; amending Chapter 48, Fees, Charges and Service Rates, by creating Article VIII, Mobile Food Vendors, repealing all conflicting ordinances, providing for severability, and authorizing the Mayor to sign the ordinance.

Director Clifton addressed the Council explaining that the Planning Commission had met on February 20, 2018 and voted unanimously to recommend the Mobile Food Vending ordinance be approved.

Stephanie Giacomo, 228 W. Stonewall, Tabetha Howell, 2032 N. 14th and Nicole Stanfield all addressed the Council expressing their support for the Mobile Food Vending ordinance.

There was discussion concerning where the food trucks would be allowed to park, if they would be allowed to park in angled parking spaces, possible loss of parking in the Down Town area if the trucks parked in angled parking spaces and not decreasing the parking available Down Town.

Mayor Browne stated that a Special Meeting had been scheduled for 7:00 P.M. and the Council needed to address the meeting.

A motion to recess the Regular meeting was made by Councilman Read and seconded by Councilman Smith. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Garvin, Barnett, Stevens, Karr & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the Regular Meeting was recessed at 7:00 P.M.

The Regular Meeting was reconvened at 7:01 P.M.

There was further discussion concerning the collection of sales tax from the Mobile Food Vendors, making the changes to the ordinance that would prohibit the vehicles to sell on highways and adding language for specific areas allowed, if there had been any response from restaurants, what insurance would be required and if there was a change in the parking the City Manager would usually address with the Council.

ORDINANCE NO. 2621

AN ORDINANCE AMENDING CHAPTER 22, BUSINESSES, OF THE McALESTER CITY CODE, CREATING ARTICLE VIII, MOBILE FOOD VENDORS; AMENDING CHAPTER 48, FEES, CHARGES AND SERVICE RATES, CREATING ARTICLE VIII, MOBILE FOOD VENDORS; REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING FOR SEVERABILITY.

A motion was made by Mayor Browne and seconded Councilman Smith to approve **ORDINANCE NO. 2621**, with the removal of parking on Carl Albert Parkway. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Barnett, Stevens, Read, Karr, Garvin & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

4. Consider and act upon, authorizing the Mayor to sign Change Order # 1 from KATCON Inc., in the amount of \$1,424.05 for the addition of removing and replacing failed and heaved pavement at two locations adjacent to the Cardinal Lane Curb and Gutter Improvements project. The failures were noticed as repair work began. The first location is at 2009 Cardinal Lane and the second location is at 2001 Cardinal Lane. (*Robert Vaughan, Infrastructure Solutions Group*)

Executive Summary

The recommendation is to authorize the Mayor to sign Change Order # 1 from KATCON Inc., in the amount of \$1,424.05 for the addition of removing and replacing failed and heaved pavement at two locations adjacent to the Cardinal Lane Curb and Gutter Improvements project. The failures were noticed as repair work began. The first location is at 2009 Cardinal Lane and the second location is at 2001 Cardinal Lane.

Robert Vaughan, P.E. Branch Manager Infrastructure Solutions Group, LLC addressed the Council explaining that once the contractor had gotten into the area that more failures had occurred and they were beyond the scope of work.

There was no further discussion, and a motion to authorize the Mayor to sign Change Order # 1 from KATCON Inc., in the amount of \$1,424.05 for the addition of removing and replacing failed and heaved pavement at two locations adjacent to the Cardinal Lane Curb and Gutter Improvements project was made by Councilman Smith. The motion was seconded by Councilman Read, and the vote was taken as follows:

AYE: Councilman Smith, Read, Stevens, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

5. Submission, and Presentation of the 5-Year Capital Improvements Plan for FY 2018/19-2022/23. *(Peter Stasiak, City Manager)*

Executive Summary
Presentation.

Manager Stasiak addressed the Council presenting the 5-Year Capital Improvements Plan for FY 2018/19-2022/23. During his presentation Manager Stasiak highlighted the various proposed improvements, programs, expenditures for equipment and vehicles and the proposed funding for many of those items.

There was discussion concerning the landfill, the County sales tax, the revenue generated by the Expo Center and a feasibility study to put air conditioning in the arena area.

There was no vote on this item.

6. Consider and act upon, to accept the resignation of Councilman Weldon Smith as Chairman of the McAlester Southside Area Reinvestment Review Committee and to confirm the Mayor's appointment as replacement to the Chairperson.

Executive Summary
Confirm the Mayor's appointment as Chairperson of the Southside Area Reinvestment Review Committee.

Councilman Smith stated that he had asked the Mayor to do this because he did not have the extra time to continue with the Committee.

Councilman Stevens asked why the Mayor would appoint himself.

Mayor Browne stated that he had went through the individuals that would have the time during the day and he felt he would do a good job.

A motion was made by Councilman Read and seconded by Councilman Smith to accept the resignation of Councilman Weldon Smith as Chairman of the McAlester Southside Area

Reinvestment Review Committee and to confirm the Mayor's appointment as replacement to the Chairperson. There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Karr, Garvin, Barnett, Stevens & Mayor Browne

NAY: None

Mayor Browne declared the motion carried.

New Business

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

There was no new business.

City Manager's Report

- Report on activities for the past two weeks.

Manager Stasiak stated that he did not have anything to report tonight and he would present the preliminary Budget to the Council the first meeting in April.

Remarks and Inquiries by City Council

Councilman Stevens stated that he was glad Manager Stasiak was back and added that he had the opportunity to work with several of the City employees and they had been great.

Councilman Garvin inquired about the feasibility to have the City's ambulance service transport more patients out of town.

Councilman Barnett asked if the City had discussed with ODOT the number of accidents at the intersection of "A" Street and Carl Albert Parkway since the signal had been removed.

Manager Stasiak commented that there had been five (5) accidents since the change according to the information provided by ODOT and only one (1) had been because of the change. He added that ODOT was looking at the bridges and their construction.

Councilmen Smith, Read and Karr did not have any comments or inquiries for the evening.

Mayor's Comments and Committee Appointments

Mayor Browne thanked Councilman Smith for his work with the TIF Committee. He commented that all City employees had gone through the Ethics training and he asked that all of the Council take the class as well. He added that it was on the website.

Attorney Ervin stated that the Ethics Board had asked City staff to report on the completion rate and they would review that at their next regular meeting.

Manager Stasiak commented that he had been provided the list and staff was working on how best to notify the individuals and work with them to complete the training.

Recess Council Meeting

Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Stevens. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Stevens, Karr, Garvin, Barnett, Read & Mayor Browne

NAY: None

Mayor Browne declared the motion carried and the meeting was recessed at 8:02 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:03 P.M.

Adjournment

There being no further business to come before the Council, Councilman Stevens moved for the meeting to be adjourned. The motion was seconded by Councilman Read.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Stevens, Read, Smith, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 8:03 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in a Special session on Tuesday, March 13, 2018, at 7:00 P.M. after proper notice and agenda was posted, March 12, 2018 at 2:08 P.M.

Call to Order

Mayor Browne called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Cully Stevens, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & John Browne

Absent: None

Presiding: John Browne, Mayor

Staff Present: Peter Stasiak, City Manager; Toni Ervin, CFO; Kirk Ridenour, Economic Development Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

A motion to recess the Special Meeting was made by Councilman Smith and seconded by Councilman Read.

There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Stevens, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Special Meeting was recessed at 7:01 P.M.

The Special Meeting was reconvened at 8:03 P.M.

A motion was made by Councilman Read to recess the Special Meeting for a proposed Executive Session in accordance with title 25, Sec. 307.B.3 and 307.C.9 for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City's jurisdiction. The motion was seconded by Councilman Smith, and the vote was taken as follows:

AYE: Councilman Read, Smith, Stevens, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the Special Meeting was recessed at 8:04 P.M.

Executive Session

Recess into Executive Session in compliance with Section Title 25 Section 307 B.3 & C.9 et.seq. Oklahoma Statutes, to wit:

- Consider and act to convene in Executive Session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City's jurisdiction per Title 25 Oklahoma Statute Sec. 307 B (3) & C (9).

Reconvene Council Meeting

The Special Meeting was reconvened at 9:04 P.M. Mayor Browne reported that the Council had recessed the Regular Meeting for an Executive in accordance with Title 25, Sec. 307.B.3 and 307.C.9 for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City's jurisdiction. Only those matters were discussed, no action was taken, and the Council returned to open session at 9:04 P.M., and this constituted the Minutes of the Executive Session.

Adjournment

There being no further business to come before the Council, Councilman Smith moved for the meeting to be adjourned. The motion was seconded by Councilman Stevens.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Stevens, Read, Karr, Garvin, Barnett & Mayor Browne

NAY: None

Mayor Browne declared the motion carried, and the meeting was adjourned at 9:05 P.M.

ATTEST:

John Browne, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

March 21, 2018

Thru

April 2, 2018

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE					
		I-201803210712	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DIST	086907	38.76
01-A00108	ACECO RENTAL & SALES					
		I-1130053	01 -5548203	REPAIRS & MAI SCAFFOLD FOR REPAIR PJT	086936	64.00
01-A00154	PROPHET EQUITY II-B					
		I-PR11581869	01 -5865312	EQUIPMENT REN OFFIC RENTAL-STREETS	086937	318.87
01-A00267	AIRGAS, INC					
		I-9073660257	01 -5432202	OPERATING SUP EMS OXYGEN & SUPPLIES	086941	130.69
		I-9073908969	01 -5432202	OPERATING SUP EMS OXYGEN & SUPPLIES	086941	67.26
01-A00362	VYVE BROADBAND					
		I-201803210714	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STAT #2	086908	62.95
		I-201803280734	01 -5547328	INTERNET SERV INTERNET SVS-OAK HILL CEM	086917	62.80
		I-201803280734	01 -5865328	INTERNET SERV INTERNET SVS-CENTRAL GARAGE	086917	88.90
		I-201803280734	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESPONSE	086917	62.95
01-A00450	AM LEONARD INC.					
		I-CI18038540	01 -5542204	SMALL TOOLS RAKES, SHOVELS, PARTS	086943	791.69
01-A00500	AMERICAN MUNICIPAL SERV					
		I-FEB2018	01 -2105	COLLECTION AG COLLECTIONS PAYABLE	086944	18,369.71
01-A00751	ATWOODS					
		I-4363/9	01 -5865218	STREET REPAIR CHAINS & BOOMERS	086947	519.92
01-B00180	UNION IRON WORKS, INC.					
		I-S2060269.001	01 -5544308	CONTRACT LABO MISC REPAIR & MAINT ITEMS	086949	137.19
		I-S2063317.001	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086949	125.39
01-B00243	BIG V FEED, INC					
		I-53706	01 -5322202	OPERATING SUP DOG POUND SUPPLIES	086950	94.80
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2331881.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	62.13
		I-S2332159.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	16.92
		I-S2332232.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	11.97
		I-S2332907.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	107.29
		I-S2332965.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	17.51
		I-S2334380.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	39.40
		I-S2335448.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	106.64
		I-S2335778.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	319.67
		I-S2335948.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	20.17
		I-S2336263.001	01 -5548203	REPAIRS & MAI MISC REPAIRS & MAINT ITEM	086953	34.81
01-B00593	NAFECO					
		I-920754	01 -5431202	OPERATING SUP LIQUID SMOKE	086955	288.00

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VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-C00320	CENTERPOINT ENERGY ARKL						
		I-201803280735	01	-5215314	GAS UTILITY GAS UTILITY-315 E KREBS	086920	25.14
		I-201803280735	01	-5215314	GAS UTILITY GAS UTILITY-EMER RESPONSE	086920	592.18
		I-201803280735	01	-5215314	GAS UTILITY GAS UTILITY-RESERVE BLDG	086920	1,445.85
01-C00469	CITY OF MCALESTER SPECI						
		I-201804040764	01	-5210115	DEFERRED COMP DEFERRED COMP-JAN-MAR 2018	086957	975.00
01-C00840	CRAWFORD & ASSOCIATES P						
		I-11217	01	-5215302	CONSULTANTS CONSULTING FEES	086960	3,085.00
		I-11353	01	-5215302	CONSULTANTS CONSULTING FEES	086960	960.00
01-D00097	DASH MEDICAL GLOVES, IN						
		I-INV1098383	01	-5432202	OPERATING SUP MEDICAL SUPPLIES	086962	692.10
01-D00540	DOLESE BROTHERS						
		I-AG18026891	01	-5865218	STREET REPAIR 1 1/2" CRUSHER RUN-1000TN	086965	1,138.99
		I-AG18027604	01	-5865218	STREET REPAIR 1 1/2" CRUSHER RUN-1000TN	086965	577.10
		I-AG18028219	01	-5865218	STREET REPAIR 1 1/2" CRUSHER RUN-1000TN	086965	187.89
		I-AG18029560	01	-5865218	STREET REPAIR 4" SURGE ROCK-RIVER OAKS	086965	140.53
		I-AG18030246	01	-5865218	STREET REPAIR 4" SURGE ROCK-RIVER OAKS	086965	140.81
01-D00684	DR. JASON MCELYEA						
		I-201804040761	01	-5432308	CONTRACTED SE CONTRACT SVS-3/16-3/31/2018	086966	1,071.00
01-E00259	ERGON ASPHALT & EMULSIO						
		I-9401802826	01	-5865218	STREET REPAIR SS1 TACK OIL	086968	4,454.90
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-APRIL 2018	01	-5214302	CONSULTANTS CONTRACT LEGAL SVS-APRIL 2018	086932	3,233.33
01-G00010	G C RENTAL CENTER, INC						
		I-51209	01	-5865218	STREET REPAIR EQUIPMENT RENTAL FEE	086970	229.00
01-G00360	GLOCK PROFESSIONAL, INC						
		I-TRP/100108976	01	-5321331	EMPLOYEE TRAV ARMORERS COURSE-D. KELLEY	086972	250.00
01-G00490	GRISSOM IMPLEMENT INC						
		I-672034	01	-5542339	VEHICLE/EQUIP REPAIR PARTS	086973	22.50
01-H00075	HARRIS CONSTRUCTION SER						
		I-3248	01	-5652319	DEMOLITION DEMOLITION OF HOUSES	086975	2,899.99
01-H00132	HENRY MOSS TRUCKING						
		I-002007	01	-5652319	DEMOLITION DEMO-519 W CARL ALBERT	086976	2,495.00
01-H00230	HONEY CREEK NURSERY WHO						
		I-879	01	-5542358	TREE BOARD/TR TREES	086977	1,377.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00049	IDEAL CLEANING					
		I-3254	01 -5548308	CONTRACTED SE MONTHLY CLEANING SVS-MAR18	086979	1,835.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-1332	01 -5215202	OPERATING SUP OFFICE SUPPLIES	086980	16.00
		I-1334	01 -5101202	OPERATING SUP NAME PLATES & SEAL STAMP	086980	53.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-217162	01 -5225349	SOFTWARE MAIN UB&C YRLY 3RD PRY BILLIN	086981	1,378.13
01-I00140	INDIAN NATION WHOLESALE					
		I-6873441	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	086982	189.91
01-I00262	INVESTIGATIVE CONCEPTS,					
		I-1212126576	01 -5653348	DRUG TESTING/ BACKGROUND CHECKS	086985	138.20
01-J00121	JAMESCO ENTERPRISES, LL					
		I-17849	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES-PARKS	086987	1,100.02
		I-17874	01 -5215202	OPERATING SUP JANITORIAL SUPPLIES	086987	71.96
01-J00501	JUSTIN R BUCKNER DBA JB					
		I-120628	01 -5865218	STREET REPAIR HAULING FEE	086991	4,044.77
01-L00380	LOCKE SUPPLY CO.					
		I-33913563-00	01 -5543203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	086997	89.07
		I-33919705-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086997	49.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-06584	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	54.99
		I-06874	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	72.93
		I-07296	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	31.59
		I-902294	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	145.58
		I-902432	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	26.32
		I-9906810	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	086998	14.24
01-M00280	MEGAPATH CLOUD COMPANY,					
		I-8596008	01 -5215315	TELEPHONE UTI PHONE UTILITY-LONG DISTANCE	086921	408.55
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA404873	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	087001	167.95
		I-MCA404988	01 -5215312	EQUIPMENT REN MONTHLY COPIER SVS	087001	498.67
01-M00570	MOORE MEDICAL CORP.					
		I-99835381	01 -5432202	OPERATING SUP EMS SUPPLIES	087002	545.08
01-MC0098	MCAFEE & TAFT					
		I-534635	01 -5210302	CONSULTANTS/L LEGAL FEES	087003	775.00
		I-534636	01 -5210302	CONSULTANTS/L LEGAL FEES	087003	275.00
		I-534637	01 -5210302	CONSULTANTS/L LEGAL FEES	087003	1,900.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT		continued			
		I-534638	01 -5210302	CONSULTANTS/L LEGAL FEES	087003	1,075.00
		I-534639	01 -5210302	CONSULTANTS/L LEGAL FEES	087003	925.00
01-MC0146	PITTSBURG COUNTY EMERGE					
		I-201804040763	01 -5101353	PITTSBURG EME MARCH 2018 EMER MGMT SVS	087005	4,166.67
01-MC0200	MCALISTER SCOTTISH RITE					
		I-700637	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	087006	970.00
01-MC0226	MC DONALDS RESTURANT					
		I-01 3/17/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	2.98
		I-06 3/13/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	1.49
		I-177 3/10/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	2.98
		I-23 3/14/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	5.96
		I-66 3/20/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	1.64
		I-76 3/16/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	4.47
		I-96 3/9/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	2.19
		I-99 3/18	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	087007	1.49
01-N00250	MCALISTER NEWS CAPITAL					
		I-300018843	01 -5542203	REPAIRS & MAI HAYBALING AD	087008	55.17
		I-300018961	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	087008	42.92
		I-300018962	01 -5211202	OPERATING SUP BID AD - AUDIT RFP	087008	39.70
		I-300019026	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	087008	311.40
		I-300019027	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	087008	75.05
		I-300019035	01 -5652317	ADVERTISING & PUBLICATION FEES	087008	101.75
		I-300019036	01 -5652317	ADVERTISING & PUBLICATION FEES	087008	64.25
01-000039	OCCUPATIONAL MEDICINE					
		I-3/17/18	01 -5653348	DRUG TESTING/ PHYSICAL AGILITY TESTING	087010	98.00
01-000075	O'REILLY AUTO PARTS					
		I-0230-141827	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	087013	17.76
01-000520	OIL-OK INDEPENDENT LIVI					
		I-032018-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	087018	2,000.00
01-P00210	PEPSI COLA					
		I-81060682	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	087020	392.00
01-P00242	PETER STASIAK					
		I-201803210711	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OPEH&W MTG OKC	086910	168.12
01-P00337	PITTS COUNTY CRIMINAL J					
		I-FEB2018	01 -5213335	COUNTY INCARC INCARCERATION FEES	087021	8,316.00
01-P00451	PURCHASE POWER / PITNEY					
		I-3/8/18	01 -5215317	POSTAGE POSTAGE FOR METER	087023	1,500.00

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-R00412	RPM STAFFING	PROFESSION				
		I-93009	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	087025	1,408.80
		I-93089	01 -5865308	CONTRACT SERV TEMP EMPLOYEE-STREETS	087025	986.16
01-S00184	SECURITY BANK	CARD CENT				
		I-201803210715	01 -5432202	OPERATING SUP MEDICAL SAFE	086911	329.99
		I-201803210715	01 -5548203	REPAIRS & MAI REPLACEMENT FLAGS-BOMB DISPLAY	086911	296.46
		I-201803210715	01 -5321202	OPERATING SUP YEARLY SUBSCRIPTION FEE	086911	10.99
		I-201803210715	01 -5431330	DUES & SUBSCR TRAVEL EXP-FIRE DEPT	086911	174.31
		I-201803210716	01 -5210202	OPERATING SUP WTR BREAK EXP-20" WTP LINE	086911	44.99
		I-201803210716	01 -5652331	EMPLOYEE TRAV INSPECTION LIC FEE-CODES	086911	209.00
		I-201804040760	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-DESERT STROM TRNG	086911	387.09
		I-201803210716	01 -5321202	OPERATING SUP MONTHLY SUBSCRIPTION FEE	086911	10.99
		I-201803210716	01 -5431330	DUES & SUBSCR EMT REGISTRATION FEE	086911	15.00
		I-201803210716	01 -5215202	OPERATING SUP FINANCE CHARGE	086911	20.77
		I-201804040760	01 -5211202	OPERATING SUP FINANCE CHG	087027	29.00
		I-201804040760	01 -5544203	REPAIRS & MAI PICKLE BALL NETS	087027	342.88
		I-201804040760	01 -5431331	EMPLOYEE TRAV TRAV EXP-FIRE ASSN MTG MCCURTA	087027	51.30
		I-201804040760	01 -5431330	DUES & SUBSCR EMT LICENSE RENEWAL	087027	290.00
		I-201804040760	01 -5431331	EMPLOYEE TRAV TRAV EXP-EMER MNGT MTG IDABEL	087027	37.00
		I-201804040760	01 -5431331	EMPLOYEE TRAV TRAV EXP-ADA TO P/U SUPPLIES	087027	52.55
		I-201804040760	01 -5652331	EMPLOYEE TRAV TRAV EXP-CODES TRAINING	087027	34.69
		I-201804040760	01 -5652331	EMPLOYEE TRAV TEST FEE-CODES INSPECTOR	087027	209.00
		I-201804040760	01 -5321202	OPERATING SUP OPER EXP-CHALK TIRE MARKERS	087027	60.29
		I-201804040760	01 -5321331	EMPLOYEE TRAV TRAV EXP-OUTFIT POL VEHs	087027	43.00
		I-201804040760	01 -5321331	EMPLOYEE TRAV TRAV EXP-P/U POL VEHs	087027	31.75
		I-201804040760	01 -5321330	DUES MEMBERSHIP FEE	087027	12.99
		I-201804040760	01 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE E911	087027	109.73
01-S00329	SHRED-IT US JV LLC dba					
		I-8124338560	01 -5212308	CONTRACTED SE MONTHLY SHRED SERVICE	087028	77.44
01-S00726	STAPLES	ADVANTAGE				
		I-3372201028	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087030	185.38
		I-3372751443	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087030	284.36
		I-3372751446	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087030	47.59
		I-3372751449	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087030	16.90
		I-3372751452	01 -5215202	OPERATING SUP OFFICE SUPPLIES	087030	176.78
01-T00010	T. H. ROGERS	LUMBER CO.				
		I-549370	01 -5865218	STREET REPAIR FORMING MATERIALS	087031	43.26
		I-549453	01 -5865218	STREET REPAIR FORMING MATERIALS	087031	33.61
		I-549732	01 -5865218	STREET REPAIR FORMING MATERIALS	087031	23.38
		I-549810	01 -5865218	STREET REPAIR FORMING MATERIALS	087031	24.97
01-T00052	TECHNICAL	PROGRAMMING S				
		I-101062	01 -5210480	CONTINGENCY UB&C MAILING FEES-INSERTS	087032	639.00
01-T00320	THYSSENKRUPP	ELEVATOR C				

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00320	THYSSENKRUPP ELEVATOR C	continued				
	I-3003786941	01 -5548318	ELEVATOR MAIN ELVATOR MAINT CONTRACT		087034	545.80
	I-3003787489	01 -5548318	ELEVATOR MAIN ELVATOR MAINT CONTRACT		087034	563.53
01-T00540	TREATS SOLUTIONS LLC					
	I-179319	01 -5542203	REPAIRS & MAI HEAVY DUTY TRASH BAGS		087035	96.03
01-T00541	TREY STRANGE/TCS DISTRI					
	I-72135	01 -5544202	OPERATING SUP CONCESSION SUPPLIES		087036	195.00
01-T00598	TULSA ASPHALT LLC					
	I-17778	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING		087038	5,522.00
01-T00610	TULSA FREELANCE REPORTE					
	I-4920	01 -5210302	CONSULTANTS/L IAFF MEDIATION SVS		087039	342.86
01-U00181	USAPA					
	I-72107	01 -5544202	OPERATING SUP YRLY MEMBERSHIP FEE		087044	20.00
01-V00086	V.H. BLACKINTON & CO IN					
	I-2888720	01 -5321202	OPERATING SUP BADGE REPAIRS		087045	12.00
01-V00150	VULCAN SIGN					
	I-312154	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES		087046	990.00
01-W00039	WALL'S					
	I-OFF36401805	01 -5544202	OPERATING SUP PICKLE BALL PADDLES		087047	334.97
01-W00040	WALMART COMMUNITY BRC					
	C-06328	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		087048	9.83-
	I-04627	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		087048	32.82
	I-05701	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		087048	51.36
	I-06233	01 -5431202	OPERATING SUP OPERATING SUPPLIES		087048	66.98
	I-09191	01 -5321202	OPERATING SUP MISC OPERATING SUPPLIES		087048	35.97
	I-907338	01 -5544202	OPERATING SUP CONCESSION SUPPLIES		087048	148.20
01-W00193	HTW ENTERPRISES INC dba					
	I-70496	01 -5547203	REPAIRS & MAI SIGNAGE FOR POND		087049	47.45
				FUND	01	GENERAL FUND
				TOTAL:		97,923.19

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00107	ACCURATE LAB & TRAINING					
	I-SU27993	02 -5973304	LAB TESTING	LAB SUPPLIES-BOTH PLANTS	086935	2,923.29
01-A00154	PROPHET EQUITY II-B					
	I-PRI1579231	02 -5864312	EQUIPMENT REN	TRAILER RENTAL-LANDFILL	086937	334.78
01-A00768	AT&T CORP DBA ACC BUSIN					
	I-201803280737	02 -5267315	TELEPHONE UTI	INTERNET SVS-CITY HALL	086918	942.36
01-B00180	UNION IRON WORKS, INC.					
	I-S2059776.001	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	086949	577.89
	I-S2060658.001	02 -5975209	UTILITY MAINT	MISC REPAIR ITEMS	086949	42.25
	I-S2061732.001	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	086949	53.70
	I-S2061781.001	02 -5973203	REPAIRS & MAI	MISC MAINT & REPAIR ITEMS	086949	133.15
01-B00491	BRENNTAG SOUTHWEST, INC					
	I-BSW944272	02 -5973206	CHEMICALS	CHEMICALS FOR WWM	086952	1,724.20
01-C00320	CENTERPOINT ENERGY ARKL					
	I-201803280735	02 -5267314	GAS UTILITY	GAS UTILITY-CENTRAL GARAGE	086920	459.54
01-D00540	DOLESE BROTHERS					
	I-AG18028883	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	190.06
	I-AG18029561	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	184.51
	I-AG18031347	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	192.72
	I-AG18031815	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	1,556.88
	I-AG18032346	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	771.43
	I-AG18032901	02 -5975218	STREET REPAIR	1 1/2" CRUSHER RUN	086965	1,348.46
	I-RM18008312	02 -5975218	STREET REPAIR	CONCRETE-WATER BREAKS	086965	1,090.00
01-G00355	GLOBAL ENERGY SOLUTIONS					
	I-121440	02 -5973316	REPAIRS & MAI	MOTOR REBUILD-7.5 HP	086971	488.85
01-H00016	CORE & MAIN LP					
	C-I582065	02 -5973203	REPAIRS & MAI	EMER SEWER REPAIR-W PLANT	086974	2,032.80-
	I-I523839	02 -5973203	REPAIRS & MAI	EMER SEWER REPAIR-W PLANT	086974	2,032.80
	I-I582076	02 -5973203	REPAIRS & MAI	EMER SEWER REPAIR-W PLANT	086974	1,726.80
01-I00110	IMPRESS OFFICE SUPPLY					
	I-1290	02 -5216202	OPERATING SUP	OFFICE SUPPLIES	086980	296.00
01-I00187	WATER HOLDINGS ACQUISIT					
	I-28167	02 -5974302	CONSULTANTS	OPERATIONAL SVS @ WTP	086983	107,508.38
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-16-22-10	02 -5871302	CONSULTANTS	CONSULT FEE-MCC CONT. PJT	086984	5,290.00
	I-MC-18-02-03	02 -5871302	CONSULTANTS	OKIE LOCATES	086984	4,149.32
01-J00121	JAMESCO ENTERPRISES, LL					

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-J00121	JAMESCO ENTERPRISES, LL	continued				
	I-17853	02 -5973203	REPAIRS & MAI	JANITORIAL SUPPLIES-WWM	086987	761.33
01-K00210	KIAMICHI ELECTRIC COOP.					
	I-201803210713	02 -5267313	ELECTRIC UTIL	ELECTRIC UTIL-HEREFORD LN	086909	393.41
01-K00225	KI BOIS COMMUNITY ACTIO					
	I-03/31/2018	02 -5866307	CONTRACTED RE	RECYCLING CTR LABOR	086996	1,980.00
01-L00428	LOWE'S CREDIT SERVICES					
	C-02160	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	086998	18.05-
	I-02161	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	086998	18.05
	I-02862	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	086998	8.17
	I-9902159	02 -5975209	UTILITY MAINT	MISC REPAIR & MAINT ITEMS	086998	18.05
01-L00433	LOVE ENVELOPES INC.					
	I-0094646-IN	02 -5267202	OPERATING SUP	ENVELOPES-ALL DEPTS	086999	316.30
	I-0094647-IN	02 -5267202	OPERATING SUP	ENVELOPES-ALL DEPTS	086999	60.20
	I-0094649-IN	02 -5267202	OPERATING SUP	ENVELOPES-ALL DEPTS	086999	120.90
01-000075	O'REILLY AUTO PARTS					
	I-0230-141591	02 -5973203	REPAIRS & MAI	LIFT STATION REPAIR ITEMS	087012	41.42
	I-0230-141608	02 -5973203	REPAIRS & MAI	LIFT STATION REPAIR ITEMS	087013	41.42
	I-0230-141614	02 -5973203	REPAIRS & MAI	LIFT STATION REPAIR ITEMS	087013	32.78
01-000275	OKLA DEPT OF COMMERCE					
	I-042018-#8908	02 -5267521	CDBG LOAN #89	CDBG - EDIF #8908	087017	1,145.83
01-R00412	RPM STAFFING PROFESSION					
	I-93010	02 -5975308	CONTRACTED SE	TEMP EMP-UTM	087025	1,777.36
	I-93011	02 -5973308	CONTRACT SERV	TEMP EMP-WWT	087025	1,629.60
	I-93090	02 -5975308	CONTRACTED SE	TEMP EMP-UTM	087025	1,006.41
	I-93091	02 -5973308	CONTRACT SERV	TEMP EMP-WWT	087025	1,629.60
01-S00184	SECURITY BANK CARD CENT					
	I-201803210715	02 -5975202	OPERATING SUP	HEATERS-WTP MOTORS	086911	175.18
	I-201803210715	02 -5871316	REPAIRS & MAI	TRANSIT-AUTO LEVEL KIT	086911	209.00
01-T00052	TECHNICAL PROGRAMMING S					
	I-101062	02 -5216336	FEES	UB&C MAILING FEES ZONE 2	087032	868.52
	I-101062	02 -5216317	POSTAGE	UB&C MAILING FEES-POSTAGE	087032	1,336.89
01-T00630	TWIN CITIES READY MIX,					
	I-160930	02 -5975218	STREET REPAIR	CONCRETE WATER BREAKS	087040	2,725.00
	I-161308	02 -5975218	STREET REPAIR	CONCRETE WATER BREAKS	087040	502.88
	I-161376	02 -5975218	STREET REPAIR	CONCRETE FOR WTR BRKS	087040	558.75
	I-161461	02 -5975218	STREET REPAIR	CONCRETE FOR WTR BRKS	087040	981.00
	I-161560	02 -5975218	STREET REPAIR	CONCRETE FOR WTR BRKS	087040	1,199.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00051	UTILITY SUPPLY CO., INC					
		I-113046	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	126.00
		I-113047	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	234.03
		I-113048	02 -5975230	SEWER MAIN RE SEWER LINE REPAIR ITEMS	087041	63.02
		I-113049	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	167.21
		I-113050	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	150.76
		I-113051	02 -5975230	SEWER MAIN RE SEWER LINE REPAIR ITEMS	087041	81.71
		I-113053	02 -5216202	OPERATING SUP METER READER SUPPLIES	087041	72.30
		I-113541	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	1,282.06
		I-113542	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	579.02
		I-113543	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	393.78
		I-113545	02 -5975209	UTILITY MAINT WATERLINE REPAIR ITEMS	087041	72.28
		I-113546	02 -5975230	SEWER MAIN RE SEWER LINE REPAIR ITEMS	087041	74.62
		I-113559	02 -5975230	SEWER MAIN RE SEWER LINE REPAIR ITEMS	087041	270.77
		I-133547	02 -5975230	SEWER MAIN RE SEWER LINE REPAIR ITEMS	087041	73.91
01-U00052	UTILITY TECHNOLOGY SERV					
		I-S102488964.001	02 -5973203	REPAIRS & MAI HYDRANT FOR WWP	087042	2,182.00
		I-S102488978.001	02 -5975209	UTILITY MAINT FIRE HYDRANTS	087042	6,546.00
		I-S102538740.001	02 -5975211	WATER METERS METERS/TRANSMITTERS	087042	8,291.25
		I-S102545874.001	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	087042	770.34
01-V00072	VERIZON WIRELESS SERVIC					
		I-201803280730	02 -5216328	INTERNET SERV INTERNET SVS-AMI BASE STATIONS	086924	100.08
			FUND	02 MPWA	TOTAL:	173,034.71

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-201803280735	03 -5876314	GAS UTILITY GAS UTILITY-AIRPORT	086920	33.43
01-F00170	FIRST NATIONAL BANK	I-042018-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	086969	5,020.00
01-J00404	JOHN OR LUCILLE WHETSEL	I-042018-LEASE PMT	03 -5876501	OUTER MARKER AIRPORT OUTERMARKER LEASE	086990	225.00
			FUND	03 AIRPORT AUTHORITY	TOTAL:	5,278.43

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00324	ALISHA RAE HOWELL					
		I-201803290742	08 -5549308	CONTRACT SERV MEAL DEL-11 DAYS	086942	165.00
		I-201803290743	08 -5549308	CONTRACT SERV REIMB ILEAGE-MEAL DEL	086942	119.90
01-D00054	DANIEL E. REAGAN					
		I-201803290744	08 -5549308	CONTRACT SERV MEAL DEL-5 DAYS	086961	75.00
		I-201803290745	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	086961	27.80
01-D00405	DIANE CHADSEY					
		I-201803290741	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	086964	61.04
01-E00207	EMMA E. BELLIS					
		I-201803290740	08 -5549308	CONTRACT SERV REIMB MILEAGE-MEAL DEL	086967	103.55
01-S00580	AT & T					
		I-201803280736	08 -5549315	TELEPHONE UTI PHONE UTILITY-NUTRITION	086923	358.96
				FUND 08 NUTRITION	TOTAL:	911.25

PACKET : 16352 16362 16368 16379 16382
VENDOR SET: Mult
FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00244	BIG MAC TANK TRUCKS, LL					
		I-MID00072802	09 -5864327	SUB TITLE D E LEACH WTR REMOVAL	086951	420.00
		I-MID00072811	09 -5864327	SUB TITLE D E LEACH WTR REMOVAL	086951	2,625.00
			FUND	09 LANDFILL RES./SUB-TITLE DTOTAL:		3,045.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00589	TOTAL RADIO					
		I-113001622-1	14 -5321451	POLICE EQUIPM MOBIL RADIOS-POLICE	087037	9,991.50
				FUND 14 POLICE GRANT FUND	TOTAL:	9,991.50

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00172	ADAM GRONWALD DBA HAPPY					
		I-64	27 -5655308	CONTRACT SERV DIGITAL MEDIA MGMT SVS	086938	1,200.00
01-A00636	ANGEL'S DINER, LLC					
		I-25626	27 -5655214	TOURISM EXPEN CATERING-CHOCTAW COUNTRY	086945	189.84
01-C00149	CANON FINANCIAL SERVICE					
		I-18441420	27 -5655318	PRINTING MONTHLY COPIER LEASE	086919	71.00
01-G00010	G C RENTAL CENTER, INC					
		I-51129	27 -5655401	CAPITAL OUTLA AUGER RENTAL	086970	42.00
01-I00047	IDEAMAN, INC.					
		I-0140628	27 -5655214	TOURISM EXPEN SOUVENIR MAGNETS	086978	390.00
01-K00208	CHOCTAW COUNTRY					
		I-OK TRAVEL GUIDE	27 -5655317	ADVERTISING OKLA TRAVEL GUIDE AD	086995	4,000.00
01-MC0134	MCALESTER MAIN STREET					
		I-032018-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	087004	1,250.00
01-P00450	PRIDE IN MCALESTER					
		I-032018-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	087022	2,500.00
01-T00500	TRACY PARROTT, DBA PARR					
		I-201804040765	27 -5655340	OFFICE RENT OFFICE RENT-APR 2018	000000	1,292.50
01-T00630	TWIN CITIES READY MIX,					
		I-160931	27 -5655401	CAPITAL OUTLA CONCRETE - INSTALL SIGNS	087040	436.00
01-U00128	UNITED PACKAGING & SHIP					
		I-225807	27 -5655319	POSTAGE SHIPPING FEES	087043	26.98
			FUND 27 TOURISM FUND	TOTAL:		11,398.32

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-S00184	SECURITY BANK CARD CENT					
		I-201804040760	29 -5324207	CLOTHING ALLO CLOTHING ALLOWANCE E911	087027	281.63
		I-201804040760	29 -5324331	EMPLOYEE TRAV TRAV EXP-911 TRAINING	087027	93.00
01-W00392	WINDSTREAM CORPORATION					
		I-201803280732	29 -5324315	TELEPHONE UTI 911 COUNTY TRUNK LINE	086925	457.19
			FUND	29 E-911	TOTAL:	831.82

PACKET : 16352 16362 16368 16379 16382
VENDOR SET: Mult
FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-18441420	30 -5652202	OPERATING SUP MONTHLY COPIER LEASE	086919	28.00
01-M00277	MDSS MCALESTER DEFENSE	I-MAR-2018	30 -5652343	2016 OSMPC GR EXEC DIR MTHLY WAGES/TAXES	087000	1,608.76
01-MC0134	MCALESTER MAIN STREET	I-032018-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	087004	1,250.00
01-000275	OKLA DEPT OF COMMERCE	I-042018-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	087016	282.50
01-P00450	PRIDE IN MCALESTER	I-032018-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	087022	2,500.00
01-S00184	SECURITY BANK CARD CENT	I-201803210716	30 -5652350	BUSINESS DEVE COMPREHENSIVE PLAN MTG EXP	086911	62.97
		I-201803210716	30 -5652350	BUSINESS DEVE COMM DEV MTG EXP	086911	325.50
		I-201803210716	30 -5652350	BUSINESS DEVE BUS DEV CONF FEE	086911	50.00
		I-201804040760	30 -5652350	BUSINESS DEVE MTG EXP-ECON DEV	087027	54.37
		I-201804040760	30 -5652350	BUSINESS DEVE TRAV EXP-PARKING FEE	087027	12.00
		I-201804040760	30 -5652350	BUSINESS DEVE TRAV EXP-ECON DEV	087027	25.88
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		6,199.98

PACKET : 16352 16362 16368 16379 16382
VENDOR SET: Mult
FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00023	A&N TRAILER PARTS, INC.					
		I-00301291	35 -5862203	REPAIRS & MAI TRAILER PARTS	086934	412.82
01-A00154	PROPHET EQUITY II-B					
		I-PR11581870	35 -5862312	EQUIPMENT REN OFFICE RENTAL-FLEET MAINT	086937	318.87
01-A00215	ADVANCE AUTO PARTS					
		C-8117807372367	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	7,27-
		C-8117808072540	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	14,38-
		I-811780272589	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	85,98
		I-8117807172306	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	24,25
		I-8117807372360	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	70,51
		I-8117807572424	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	41,29
		I-8117807972502	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	140,31
		I-8117807972507	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	52,65
		I-8117808172561	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	45,97
		I-8117808172566	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	12,88
		I-8117808172578	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	194,00
		I-8117808272584	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	17,67
		I-8117808286009	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	36,53
		I-8117808572599	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086939	17,21
		I-8117808572601	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086940	6,43
		I-8117808572615	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086940	24,69
01-B00150	BEALES GOODYEAR TIRES					
		I-1-46811	35 -5862203	REPAIRS & MAI TIRES FOR PAVING MACHINE	086948	2,044.00
		I-1-47240	35 -5862203	REPAIRS & MAI TIRES FOR PARKS AND FAM	086948	294.00
		I-1-GS46812	35 -5862203	REPAIRS & MAI SPARE TIRES-ST & UTM VEHS	086948	430.49
		I-1-GS46814	35 -5862203	REPAIRS & MAI SPARE TIRES-ST & UTM VEHS	086948	417.68
		I-1-GS47021	35 -5862203	REPAIRS & MAI TIRES FOR CITY VEH	086948	186.50
01-B00570	BUCK WILSON BODY SHOP I					
		I-15484	35 -5862317	EMERGENCY VEH REPAIRS ON PD-45 DOOR	086954	1,050.20
01-C00148	KEVIN HARRIS dba CAR BO					
		I-280909	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086956	50.00
		I-281012	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	086956	65.00
01-C00667	HESSEL HOLDING CO. dba					
		I-1805160	35 -5862203	REPAIRS & MAI HAND WINCH ON UTM-15	086958	107.49
01-G00490	GRISSOM IMPLEMENT INC					
		C-672877	35 -5862203	REPAIRS & MAI PARTS FOR LF-9 TRACTOR	086973	21.09-
		I-672588	35 -5862203	REPAIRS & MAI PARTS FOR LF-9 TRACTOR	086973	691.31
		I-672696	35 -5862203	REPAIRS & MAI PARTS FOR LF-9 TRACTOR	086973	24.44
		I-672850	35 -5862203	REPAIRS & MAI PARTS FOR LF-9 TRACTOR	086973	21.09
		I-672878	35 -5862203	REPAIRS & MAI PARTS FOR LF-9 TRACTOR	086973	25.84
01-J00143	JAMES SUPPLIES, LLC					

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-J00143	JAMES SUPPLIES, LLC	continued				
	I-252577596	35	-5862203	REPAIRS & MAI WELDING SUPPLIES	086988	100.19
01-J00310	JET TIRE SERVICE					
	I-120280	35	-5862203	REPAIRS & MAI VEH ALIGNMENTS	086989	104.95
	I-120318	35	-5862203	REPAIRS & MAI VEH ALIGNMENTS	086989	78.95
01-K00190	YELLOWHOUSE MACHINERY C					
	I-313914	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	086993	123.56
01-K00205	KIAMICHI AUTOMOTIVE WHO					
	C-064544	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	49.99-
	I-062988	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	49.99
	I-063545	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	16.99
	I-063763	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	51.98
	I-064118	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	35.15
	I-064119	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	16.58
	I-064506	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	37.00
	I-064572	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	086994	17.98
01-N00271	FREEDOM FORD INC					
	I-187774	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087009	52.90
	I-188097	35	-5862203	REPAIRS & MAI MISC PARTS & SERVICE	087009	155.52
01-O00050	OCT EQUIPMENT, INC.					
	I-P19631	35	-5862203	REPAIRS & MAI HYD COUPLERS FOR S-33	087011	212.04
01-O00075	O'REILLY AUTO PARTS					
	C-0230-138772	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	50.00-
	C-0230-142396	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	391.57-
	C-0230-143488	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	5.00-
	I-0230-138700	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	32.33
	I-0230-139787	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	6.99
	I-0230-140216	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	49.24
	I-0230-140245	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	177.82
	I-0230-140497	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	71.91
	I-0230-140565	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	153.51
	I-0230-141286	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	46.40
	I-0230-141331	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	218.54
	I-0230-141350	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087012	182.28
	I-0230-141538	35	-5862203	REPAIRS & MAI ANTI FREEZE-CITY VEHICLES	087012	550.00
	I-0230-141798	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	15.12
	I-0230-141813	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	18.98
	I-0230-141895	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	69.83
	I-0230-142100	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	9.84
	I-0230-142144	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	424.12
	I-0230-142145	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	6.99
	I-0230-142245	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	282.70
	I-0230-142353	35	-5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	259.98

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-142501	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	14.03
		I-0230-143313	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087013	108.97
		I-0230-143522	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087014	39.94
		I-0230-143586	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	087014	82.12
01-P00134	PATRIOT AUTO GROUP LLC					
		I-65391/1	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	087019	23.00
		I-65451/1	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	087019	63.98
		I-65463/1	35 -5862203	REPAIRS & MAI MISC AUTO REPAIRS	087019	20.00
01-Q00022	KEITH COFFEE DBA QUALIT					
		I-2409	35 -5862316	REPAIRS & MAI REBUILD TRANSMISSION-G-5	087024	1,762.52
01-R00471	ROBERT ROGERS DBA ROBER					
		I-28912	35 -5862317	EMERGENCY VEH JACK ASSEMBLY-PD45	087026	125.00
01-S00710	STANDARD MACHINE LLC					
		I-252440	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087029	51.42
01-T00141	TEXAS REFINERY CORP					
		I-146697	35 -5862203	REPAIRS & MAI GREASE FOR MOWERS/AIR GUN	087033	1,476.80
01-W00195	WELDON PARTS INC.					
		I-2052390-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087051	40.18
		I-2057870-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087051	5.28
		I-2061216-00	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	087051	147.40
		I-2061444-00	35 -5862317	EMERGENCY VEH STROBE LIGHTS ON PD UNITS	087051	83.56
		I-2063338-00	35 -5862317	EMERGENCY VEH STROBE LIGHTS ON PD UNITS	087051	83.56
01-W00269	WHITES TRACTORS					
		I-591647	35 -5862203	REPAIRS & MAI MISC REPAR PARTS	087052	125.00
				FUND 35 FLEET MAINTENANCE	TOTAL:	14,253.92

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00712	ARVEST BANK dba ARVEST					
		I-042018-002	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	086946	2,485.55
		I-042018-1503001-3	41 -5865510	LEASE PAYMENT EQUIP LEASE -800-1503001-003	086946	1,326.45
		I-042018-800150300	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	086946	3,210.15
01-D00217	DEERE CREDIT, INC.					
		I-042018-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	086963	1,821.57
01-F00170	FIRST NATIONAL BANK					
		I-042018-#135002	41 -5974501	MCC CONTROLS LOAN #135002-MCC CONTROLS	086969	4,709.36
		I-042018-LN#134438	41 -5975510	UTM LOAN PAYM AMI LOAN PAYMENT LOAN #134438	086969	18,395.29
01-000196	OKLA DEPT OF TRANSPORTA					
		I-32563(05)CHG#3	41 -5210480	CONTINGENCY CHG ORDER #3-CARL ALB PJT	087015	29,326.39
01-W00194	WELCH STATE BANK					
		I-042018-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	087050	1,517.90
		I-042018-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	087050	2,555.73
FUND 41 CIP FUND TOTAL:						65,348.39

PACKET : 16352 16362 16368 16379 16382

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-I00120	TYLER TECHNOLOGIES					
		I-025-216782	44 -5225401	TECHNOLOGY UP MOBILE CAD	086981	51,975.00
		I-025-217985	44 -5225401	TECHNOLOGY UP MOBILE CAD	086981	8,663.00
		I-030-13872	44 -5225401	TECHNOLOGY UP ECITATIONS EQUIP/TRAINING	086981	20,207.00
		I-030-13991	44 -5225401	TECHNOLOGY UP ECITATIONS EQUIP/TRAINING	086981	6,250.00
		I-130-1274	44 -5225401	TECHNOLOGY UP TICKET WRITER SUPPLIES	086981	530.00
01-S00726	STAPLES ADVANTAGE					
		I-3371610348	44 -5225402	SOFTWARE & TE MISC HARDWARE & SOFTWARE	087030	79.99
		I-3372201026	44 -5225402	SOFTWARE & TE MISC HARDWARE & SOFTWARE	087030	201.98
		I-3372201027	44 -5225402	SOFTWARE & TE MISC HARDWARE & SOFTWARE	087030	29.99
		I-3372751441	44 -5225402	SOFTWARE & TE MISC HARDWARE & SOFTWARE	087030	16.78
			FUND	44 TECHNOLOGY FUND	TOTAL:	87,953.74

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00712	ARVEST BANK dba ARVEST					
		I-042018-004	46 -5871501	LOAN PAYMENTS LOAN PMT-SWEEPER 1503001-004	086946	3,284.13
01-I00188	INFRASTRUCTURE SOLUTION					
		I-MC-17-05-03	46 -5871401	CAPITAL OUTLA DRAINAGE IMPROVEMENTS	086984	750.00
		I-MC-17-12-02	46 -5871401	CAPITAL OUTLA CONSULT FEE-CANAL WALL	086984	595.00
		I-MC-17-13-01	46 -5871405	STORMWATER PR CONSULT FEE-CANAL WALL	086984	5,250.00
		I-MC-17-14-01	46 -5871405	STORMWATER PR CONSULT FEE-CANAL WALL	086984	4,987.50
01-K00066	KATCON INC.					
		I-PMT#1-MAR2018	46 -5871401	CAPITAL OUTLA CARDINAL LANE CURB/GUTTER	086992	18,264.23
01-N00250	MCALESTER NEWS CAPITAL					
		I-300018847	46 -5871405	STORMWATER PR PUBLICATION FEE	087008	59.13
FUND 46 STORMWATER FUND TOTAL:						33,189.99
REPORT GRAND TOTAL:						512,832.82

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2017-2018	01 -2105	COLLECTION AGENCY 25% (COU	18,369.71						
	01 -5101202	OPERATING SUPPLIES	53.00	1,900	1,292.34				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.67	50,000	8,333.30				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	6,000.00				
	01 -5210115	DEFERRED COMPENSATION-CONT	975.00	3,900	0.00				
	01 -5210202	OPERATING SUPPLIES	44.99	2,500	1,005.24				
	01 -5210302	CONSULTANTS/LABOR RELATION	5,292.86	45,000	24,652.52				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	168.12	6,700	3,912.72				
	01 -5210480	CONTINGENCY	639.00	38,000	24,169.86				
	01 -5211202	OPERATING SUPPLIES	68.70	2,000	974.40				
	01 -5212308	CONTRACTED SERVICES	77.44	3,580	527.50				
	01 -5212317	ADVERTISING & PRINTING	429.37	2,500	632.13				
	01 -5213335	COUNTY INCARCERATION EXPEN	8,316.00	63,000	35,076.00-	Y			
	01 -5214302	CONSULTANTS	3,233.33	70,000	7,619.20				
	01 -5215202	OPERATING SUPPLIES	819.74	35,000	862.56				
	01 -5215302	CONSULTANTS	4,045.00	35,000	4,420.00				
	01 -5215312	EQUIPMENT RENTALS	666.62	27,000	621.97-	Y			
	01 -5215314	GAS UTILITY	2,063.17	25,200	4,266.68-	Y			
	01 -5215315	TELEPHONE UTILITY	447.31	38,000	1,987.43-	Y			
	01 -5215317	POSTAGE	1,500.00	12,000	229.01				
	01 -5225349	SOFTWARE MAINTENANCE	1,378.13	72,000	2,133.48				
	01 -5321202	OPERATING SUPPLIES	153.44	11,875	9,588.99				
	01 -5321330	DUES	12.99	1,250	12.99-	Y			
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	711.84	9,500	3,953.11				
	01 -5322202	OPERATING SUPPLIES	94.80	1,900	1,810.40				
	01 -5324207	CLOTHING ALLOWANCE	109.73	1,000	704.30				
	01 -5431202	OPERATING SUPPLIES	354.98	15,100	2,426.36				
	01 -5431203	REPAIRS & MAINT SUPPLIES	17.76	7,075	899.18				
	01 -5431328	INTERNET SERVICE	125.90	2,351	651.35				
	01 -5431330	DUES & SUBSCRIPTIONS	479.31	8,000	2,897.17				
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	140.85	7,000	4,103.70				
	01 -5432202	OPERATING SUPPLIES	1,765.12	25,600	1,796.30				
	01 -5432308	CONTRACTED SERVICES	1,071.00	70,500	20,659.17				
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,499.32	38,850	9,530.14				
	01 -5542204	SMALL TOOLS	791.69	3,000	1,929.47				
	01 -5542339	VEHICLE/EQUIP. MAINTENANCE	22.50	45,000	13,570.10				
	01 -5542358	TREE BOARD/TREES	1,377.00	4,500	1,203.00				
	01 -5543203	REPAIRS & MAINT SUPPLIES	214.46	13,000	2,593.01				
	01 -5544202	OPERATING SUPPLIES	1,280.08	16,245	6,823.87				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	342.88	9,806	6,638.16				
	01 -5544308	CONTRACT LABOR	137.19	15,000	6,885.24				
	01 -5547203	REPAIRS & MAINT SUPPLIES	47.45	11,000	2,761.48				
	01 -5547328	INTERNET SERVICE	62.80	750	184.82				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,317.87	36,500	2,821.71				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,835.00	22,000	5,225.00				

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	01 -5548311	PARKING RENTAL	970.00	5,820	0,00				
	01 -5548318	ELEVATOR MAINTENANCE AGREE	1,109.33	6,200	1,762.68				
	01 -5652317	ADVERTISING & PRINTING	166.00	2,300	254.42				
	01 -5652319	DEMOLITION	5,394.99	55,000	12,608.02				
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	452.69	3,600	313.46				
	01 -5653348	DRUG TESTING/PHYSICALS	236.20	8,000	1,187.80				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	990.00	37,220	5,595.29				
	01 -5865218	STREET REPAIRS & MAINTENAN	17,081.13	258,750	9,052.70				
	01 -5865308	CONTRACT SERVICES	2,394.96	0	18,234.56-	Y			
	01 -5865312	EQUIPMENT RENTALS	318.87	3,755	0.56				
	01 -5865328	INTERNET SERVICE	88.90	1,920	345.21				
	02 -5216202	OPERATING SUPPLIES	368.30	10,450	3,638.06				
	02 -5216317	POSTAGE	1,336.89	32,000	8,467.67				
	02 -5216328	INTERNET SERVICE	100.08	1,350	100.83				
	02 -5216336	FEES	868.52	24,100	4,193.06				
	02 -5267202	OPERATING SUPPLIES	497.40	12,500	10,207.21				
	02 -5267313	ELECTRIC UTILITY	393.41	415,818	105,866.20				
	02 -5267314	GAS UTILITY	459.54	8,312	785.11-	Y			
	02 -5267315	TELEPHONE UTILITY	942.36	112,320	25,483.60				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	2,291.70				
	02 -5864312	EQUIPMENT RENTALS	334.78	3,946	0.14				
	02 -5866307	CONTRACTED RECYCLE SERVICE	1,980.00	23,000	70.00				
	02 -5871302	CONSULTANTS	9,439.32	100,000	20,757.78				
	02 -5871316	REPAIRS & MAINTENANCE	209.00	100	109.00-	Y			
	02 -5973203	REPAIRS & MAINT SUPPLIES	4,972.60	45,500	7,231.35-	Y			
	02 -5973206	CHEMICALS	1,724.20	3,500	2,224.20-	Y			
	02 -5973304	LAB TESTING	2,923.29	32,100	6,449.17				
	02 -5973308	CONTRACT SERVICES	3,259.20	8,000	15,631.60-	Y			
	02 -5973316	REPAIRS & MAINTENANCE	488.85	22,800	9,480.51				
	02 -5974302	CONSULTANTS	107,508.38	1,219,976	251,148.58				
	02 -5975202	OPERATING SUPPLIES	175.18	2,565	751.45				
	02 -5975209	UTILITY MAINTENANCE SUPP.	10,967.84	118,500	16,332.90-	Y			
	02 -5975211	WATER METERS	8,291.25	43,000	0.26-	Y			
	02 -5975218	STREET REPAIRS & MAINTENAN	11,300.69	113,000	4,181.41				
	02 -5975230	SEWER MAIN REPAIR	564.03	22,000	9,999.51				
	02 -5975308	CONTRACTED SERVICES	2,783.77	5,000	23,649.82-	Y			
	03 -5876314	GAS UTILITY	33.43	607	266.17				
	03 -5876501	OUTER MARKER LEASE PAYMENT	225.00	2,700	450.00				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	10,040.00				
	08 -5549308	CONTRACT SERVICES	552.29	15,500	2,035.63-	Y			
	08 -5549315	TELEPHONE UTILITY	358.96	4,610	1,069.45				
	09 -5864327	SUB TITLE D EXPENSE	3,045.00	80,000	51,371.15				
	14 -5321451	POLICE EQUIPMENT	9,991.50	11,500	104.90				
	27 -5655214	TOURISM EXPENSE	579.84	34,500	603.90-	Y			
	27 -5655308	CONTRACT SERVICES	1,200.00	13,200	0.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
27	-5655317	ADVERTISING	4,000.00	22,000	13,200.00				
27	-5655318	PRINTING	71.00	15,000	9,013.00				
27	-5655319	POSTAGE	26.98	500	200.00				
27	-5655340	OFFICE RENT	1,292.50	15,510	2,585.00				
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	7,500.00				
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	3,750.00				
27	-5655401	CAPITAL OUTLAY	478.00	38,000	1,998.98-	Y			
28	-5654202	OPERATING SUPPLIES	77.00	4,400	1,464.66				
28	-5654203	REPAIR & MAINT SUPPLIES	203.26	19,600	2,066.46				
28	-5654308	CONTRACT SERVICES	480.00	15,500	3,899.36				
28	-5654313	ELECTRIC UTILITY	56.44	68,400	8,140.52				
28	-5654316	REPAIRS & MAINTENANCE	1,996.88	34,000	16,499.05				
28	-5654328	INTERNET SERVICE	659.00	7,920	1,047.70				
29	-5324207	CLOTHING ALLOWANCE	281.63	2,500	924.39				
29	-5324315	TELEPHONE UTILITY	457.19	98,015	18,744.89				
29	-5324331	EMPLOYEE TRAVEL & TRAININ	93.00	5,200	107.25				
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	7,500.00				
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	3,750.00				
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	565.00				
30	-5652202	OPERATING SUPPLIES	28.00	4,000	3,562.88				
30	-5652343	2016 OSMPC GRANT-DEFENSE D	1,608.76	151,641	92,672.30				
30	-5652350	BUSINESS DEVELOPMENT EXPEN	530.72	24,600	17,080.34				
35	-5862203	REPAIRS & MAINTENANCE SUPP	10,830.21	210,965	44,805.77				
35	-5862312	EQUIPMENT RENTALS	318.87	0	3,754.44-	Y			
35	-5862316	REPAIRS & MAINTENANCE	1,762.52	30,000	18,852.89				
35	-5862317	EMERGENCY VEHICLES	1,342.32	45,000	8,867.05-	Y			
41	-5210480	CONTINGENCY	29,326.39	124,994	45,673.11				
41	-5862401	CAPITAL OUTLAY	5,695.70	66,985	10,028.00				
41	-5865510	LEASE PAYMENTS	7,221.65	128,650	14,433.90				
41	-5974501	MCC CONTROLS - WTP	4,709.36	56,513	9,419.40				
41	-5975510	UTM LOAN PAYMENTS	18,395.29	220,745	36,792.10				
44	-5225401	TECHNOLOGY UPGRADES	87,625.00	362,273	2,462.44				
44	-5225402	SOFTWARE & TECHNOLOGY UPDA	328.74	66,730	17,397.14				
46	-5871401	CAPITAL OUTLAY	19,609.23	291,706	74,679.03				
46	-5871405	STORMWATER PROJECT	10,296.63	210,580	145,773.81				
46	-5871501	LOAN PAYMENTS-STREET SWEEP	3,284.13	39,420	6,578.70				
** 2017-2018 YEAR TOTALS **			512,832.82						

NO ERRORS

** END OF REPORT **

FUND	PERIOD	AMOUNT
01	3/2018	\$ 97,923.19
02	3/2018	\$ 173,034.71
03	3/2018	\$ 5,278.43
05	3/2018	\$ -
08	3/2018	\$ 911.25
09	3/2018	\$ 3,045.00
11	3/2018	\$ -
14	3/2018	\$ 9,991.50
16	3/2018	\$ -
20	3/2018	\$ -
24	3/2018	\$ -
26	3/2018	\$ -
27	3/2018	\$ 11,398.32
28	3/2018	\$ 3,472.58
29	3/2018	\$ 831.82
30	3/2018	\$ 6,199.98
32	3/2018	\$ -
33	3/2018	\$ -
35	3/2018	\$ 14,253.92
36	3/2018	\$ -
38	3/2018	\$ -
41	3/2018	\$ 65,348.39
42	3/2018	\$ -
44	3/2018	\$ 87,953.74
46	3/2018	\$ 33,189.99
		\$ 512,832.82
		\$ 512,832.82



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Finance
Prepared By: Toni Ervin
Date Prepared: March 27, 2018

Item Number: Consent Agenda D
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign a Maintenance Contract with Miller Office for (9) copiers for a period of one year.

Recommendation

Staff recommends the Mayor signing a Maintenance Contract with Miller Office for (9) copiers for a period of one year.

Discussion

This is a renewal of the current Maintenance Contract with Miller Office.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	TE	March 27, 2018
City Manager	P. Stasiak	

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

City Of McAlester
PO Box 578
McAlester, OK 74501

City Of McAlester
28 E Washington Ave
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MCAC31452-05
Renewal Date Range 4/18/2018 - 4/17/2019

3/21/2018

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

Your Contract Renewal Rate will be \$498.67 billing Monthly
Full Service - Excl Paper & Networking

Equipment covered under this contract agreement include:

C7080	IMR-C2225	LYD11054			
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle	
B\W	B\W	30,000.00	0.0065	Monthly	
Color	Color	4,000.00	0.05	Monthly	
Total Count				Monthly	
C7081	IMR-C7260	LWA03102	2ND FLOOR		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle	
B\W	B\W	30,000.00	0.0065	Monthly	
Color	Color	4,000.00	0.05	Monthly	
Total Count				Monthly	
C7092	IMR-C7260	LWA03144	1ST FLOOR		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle	
B\W	B\W	30,000.00	0.0065	Monthly	
Color	Color	4,000.00	0.05	Monthly	
Total Count				Monthly	
C7299	IMR-C250iF	QNR04839	CORNER OF CHOCTAW AND 2ND WHERE THE PATIO IS...		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle	
B\W	B\W	30,000.00	0.0065	Monthly	
Color	Color	4,000.00	0.05	Monthly	

Total Count					Monthly
C7477	IMR-1435IF	RZJ14003	CODE DEPT 2ND FLOOR		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		30,000.00	0.0065	Monthly
C7709	IMR-C255iF	WKN02132			
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W-109	B/W		30,000.00	0.0065	Monthly
Color	Color		4,000.00	0.05	Monthly
Total Count-102					Monthly
C7783	IMR-1435IF	RZJ34709	POLICE DEPT		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W	B/W		30,000.00	0.0065	Monthly
C7846	IMR-C3530i	WSB04308	MCA PD DETECTIVES DIV-AIRPORT DR		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W-109	B/W		30,000.00	0.0065	Monthly
Color	Color		4,000.00	0.05	Monthly
Total Count-102					Monthly
C7847	IMR-C3530i	WSB04309	MCA PD CITY HALL		
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W-109	B/W		30,000.00	0.0065	Monthly
Color	Color		4,000.00	0.05	Monthly
Total Count-102					Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Contract# MCAC31452-05

Sincerely,

Shana Arnold
Contract Administrator
sarnold@millerooffice.com
918-426-3600 Phone

Printed Name: _____

Signature: _____

Title: _____

Date: _____

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

MOE

MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems Antlers, LLC, MOE Systems Mcalester, LLC, Moe Systems Ada, LLC, (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, without charge, parts which have been broken or worn through normal use and labor which is necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be located at or moved to a location in Zones II through IV, there will be an adjustment in the normal base annual maintenance rate as set forth in the table below:

<u>Zone</u>	<u>Distance to Miller's Office</u>	<u>Percentage of Normal Base Annual Maintenance Rate</u>
I	Not more than 30 miles	100%
II	30 - 45 miles	125%
III	46 - 60 miles	150%
IV	61 - 100 miles	200%

Maintenance rates for equipment located at or moved to a location beyond the table will be subject to negotiation between Miller and the customer. Distance will be computed from the most convenient route determined by Miller from Miller's service office to customer.

If service at time other than during Miller's normal business hours is furnished upon customer's request, customer will be charged at Miller's established rates for labor and travel then in effect.

5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as a separate chargeable service provide at Miller's established rates.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes and/or freight charges. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. "Contract Freight" will be added to each invoice submitted under this contract. Contract freight charges are for the freight and delivery of items covered under this contract (i.e.; drums, parts, and supplies), and for fuel used in travel for service work performed. Invoices for per copy Contracts and copy overages will have contract freight charges added.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller, and only within the first six months of coverage. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve(12) months, except for the base rate charges and drum charges, which will be set at Miller's established rates, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial)_____



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Finance
Prepared By: Toni Ervin
Date Prepared: March 29, 2018

Item Number: Consent Agenda E
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Mayor to sign an agreement with SpyGlass Group, LLC for auditing services regarding the City's phone expenses.

Recommendation

Motion to approve the Mayor to signing an agreement with SpyGlass Group, LLC for auditing services regarding the City's phone expenses.

Discussion

Staff feels that an audit of the City's phone expenses could result in a monthly savings. In addition the cost of the audit will be based on a percentage of the savings found and implemented. If this audit reveals that there are no savings to be implemented then there will be no cost for the audit.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	TE	March 29, 2018
City Manager	P. Stasiak	

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between City of McAlester ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Oklahoma, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warrant the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of McAlester

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 10, 2018</u>	Item Number:	<u>Consent Agenda F</u>
Department:	<u>City Clerk</u>	Account Code:	<u></u>
Prepared By:	<u>Cora Middleton, City Clerk</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 3, 2018</u>	Exhibits:	<u>Several</u>

Subject

Consider and act upon, to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 204492-ME.

Recommendation

Motion to concur with Oklahoma Municipal Assurance Group (OMAG) recommendation to deny Claim No. 204492-ME.

Discussion

OMAG, the City of McAlester's Liability Insurance carrier has found no liability on the City's part regarding the incident related to Claim No. 204492-ME and are recommending that the City officially deny this claim in compliance with the Governmental Tort Claims Act, 51 Okla. Sec. 157(A) and (B).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>04.03.18</u>
City Manager	<u>P. Stasiak</u>	<u></u>



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

March 23, 2018

City of McAlester
Attn: Cora Middleton
P.O. Box 578
McAlester, OK 74502-0578



RE: Member : City of McAlester
Claimant : Julie Bradish
Date of Loss : 1/18/2018
Claim No. : 204492-ME

Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of McAlester. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 5/16/18, you must deny this claim in writing before 5/16/18. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis
Mary Ellis, CPCU, AIC
Claims Supervisor



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

March 23, 2018

Julie Bradish
1612 Red Bud Lane
McAlester, OK 74501

RE: Member : City of McAlester
Claimant : Julie Bradish
Date of Loss : 1/18/2018
Claim No. : 204492-ME

Dear Ms. Bradish:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of McAlester, we are recommending denial of this claim and find no liability on the City of McAlester's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 1612 Red Bud Lane. The plumbers advise that when they arrived the house already had sewage in it and this was before the City crew arrived.

Therefore, we have determined that the City of McAlester was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of McAlester.

Sincerely,

Mary Ellis, CPCU, AIC
Claims Supervisor

cc: City of McAlester ✓



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

February 20, 2018

Julie Bradish
1612 Red Bud Lane
McAlester, OK 74501

Re:	Member	:	City of McAlester
	Claimant	:	Julie Bradish
	Date of Loss	:	1/18/2018
	Claim Number	:	204492-ME

Dear Ms. Bradish:

This will acknowledge receipt of the above captioned claim. The claim will be investigated by the following adjuster:

Mary Ellis
(405) 657-1400
Fax: (405) 657-1401
mellis@omag.org

Please note the timeline for the processing of a claim found in Title 51, Section 157 of the Oklahoma Statutes. Should you have any questions, please do not hesitate to contact the adjuster.

Sincerely,

OMAG Claims Department

cc: City of McAlester

Fax Transmission**Date:** 2/20/2018 11:46:51 AM**Subject:** Acknowledgement Letter**Total pages:** 2**To:** Cora Middleton**Company:** McAlester**Phone:****Fax:** (918) 421-4971**From:** OMAG Claims Department**Phone:** 4056571400**Fax:** 4056571401**Message:**

If you have any questions or additional information, please contact the Adjuster indicated in the letter. Thank you!
OMAG Claims

Cora Middleton

From: Cora Middleton
Sent: Thursday, February 15, 2018 3:09 PM
To: 'Claims'
Cc: Douglas Basinger
Subject: Notice of Tort Claim - 1612 Redbud Ln., J. Bradish
Attachments: 1612 Redbud 1-18-2018 Damage Report.docx; Bradish pictures.pdf; Notice of Tort Claim Form.pdf; Overflow questionnaire.pdf; Risks Manager's pictures.pdf; Stmt., invoice and quotes.pdf; UTM crew statements.pdf

To Whom It May Concern;

Attached is documentation for an alleged sewer backup at 1612 Redbud Ln., McAlester, OK that occurred on Jan. 18, 2018. I finally received the Claim information today. Please process accordingly.

Thank you,

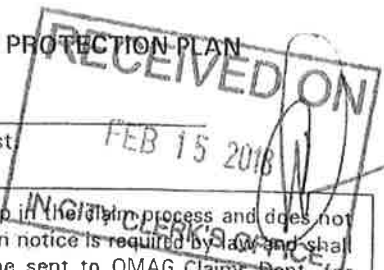
Cora Middleton, CMO, CMC
City Clerk

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of McAlester
Public entity you are filing this claim against



PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Julie Bradish CLAIMANT(S) SOCIAL SECURITY NO. _____
ADDRESS 1012 Red Bud Lane McAlester OK 74501 CLAIMANT(S) DATE OF BIRTH _____
PHONE: HOME 918 421 4521 BUS. () _____

1. DATE AND TIME OF INCIDENT 1/18/18 11 a.m. 6:30 p.m. Continue on another sheet if needed for any information requested
2. LOCATION OF INCIDENT 1012 Red Bud Lane McAlester OK 74501
3. DESCRIBE INCIDENT Sewer backup into both bathrooms, bedroom, hallway, living room and kitchen
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO ___ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ___ If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL BODILY INJURY. \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS Flooring and furniture damaged from sewer backup. Kid Flood serv for restoration.

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 2000-
LIST OTHER DAMAGES CLAIMED \$ 10512.44
TOTAL PROPERTY \$ 12512.44

5. NAME OF YOUR INSURANCE CO. Farm Assure POLICY NO. _____ AMOUNT CLAIMED 0 AMOUNT RECEIVED 0

6. The names of any witnesses known to you.

Name	Address	Phone Number
<u>Jamie Jo Mitchamore</u>	<u>417 W. Stonewall McAlester OK 74501</u>	<u>918 470 493</u>
<u>Buster McKinley</u>	<u>616 E. Mill McAlester OK 74501</u>	<u>918 421 0186</u>

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ 12512.44

2.15.18
DATE

SIGNATURE(S)

Julie Bradish

2/15/18

On 1/18/18, I arrived at my residence around 3:30 PM and noticed standing clear water in my bathrooms, living and kitchen area and hallway. I called All About U plumbing who came out and told me I did not have a leak and that the city would need to come to correct the issue. Around 6:00 PM they arrived and accessed the area needed through my neighbor's backyard. I waited outside for them to finish and was approached by a city worker who stated they were finished and the issue was corrected and asked me to check that the toilets were able to flush. When I walked back in my home, there was black water and matter throughout the living room, kitchen, bathrooms and hallway. I told him that my home did not look like that before they had come out. He stepped inside my entryway and then said he would be calling his supervisor.



Julie Bradish
918-421-1452

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to
OMAG Claims Dept. or call 1-800-234-
9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Cora Middleton
(Title) City Clerk, on Feb. 15, 20 18

For further information on this claim contact Doug Basinger
(Title) Safety/Risk Mgmt. Officer, by telephone at (918) 423-9300 ext. 4934

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

statement from cleanup company (Floorkover), copy of Quit Claim Deed,
cleaning invoice, Quote for furniture replacement, Quote for flooring
replacement, statement from Safety/Risk Mgmt. officer, photos, Overflow
questionnaire, Utility Maint. employees statements.

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.	<u>Dalton Carlton</u>	<u>UTM Superintendent</u>	<u>(918) 423-4300</u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>

Submitted by: Cora Middleton Date Feb. 15, 20 18
Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS
CLAIM, PLEASE PROVIDE INFORMATION REQUESTED
ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
4130 N. Lincoln Blvd
Oklahoma City, OK 73105-5209
Fax (405) 525-0009



201 W. Cherokee/P.O. Box 1812
McAlester, OK 74502-1812
918.429.1911- [www. Floodserv.com](http://www.Floodserv.com)

January 22, 2018

To Whom It May Concern:

This letter is regarding the property for Julie Bradish at 1612 Redbud Lane McAlester, OK 74501.

Our Findings & Recommendations:

Our recommendations are to include but not limited to the following...

1. Cabinets in kitchen area to be removed due to category 3 black water contamination this should also include cabinet/vanities in each bathroom.
2. Baseboard trim throughout affected area should be removed and replaced
3. All porous building materials throughout affected area should be removed and replaced to include sheetrock, carpet and pad etc...
4. We also recommend removing the vinyl glue down planks in the hall, living room, dining room, kitchen & laundry room.
5. We advise replacing the table & chairs, and living room furniture due to the raw sewage contamination.
6. After the removal of porous materials and flooring we recommend any exposed framework and concrete be cleaned and properly disinfected before further inspection to determine the need for further structural drying

Sincerely,

Damon & Kristi Thompson
FloodSERV

4112

1-2012-247313 Book 1850 Pg:179
05/16/2012 3:22 pm Pg:0179-0179
Fee: \$ 13.00 Doc: \$ 0.00
JANICE BARKER - Pittsburg County
State of Oklahoma

QUIT CLAIM DEED

THIS INDENTURE, made this 16th day of May in the year A.D., 2012, between Dakota C. Bradish, a single person, party of the first part, and Julie Bradish, a single person, party of the second part, 1612 Redbud Lane, McAlester, OK 74501.

WITNESSETH, that the said party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00 - LESS THAN \$100.00 - 68 O.S. SECTION 3202 (4)) duly paid, the receipt whereof is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all his right, title, interest and estate, both at law and in equity, of, in and to the following described real estate situated in the County of Pittsburg and State of Oklahoma, to-wit:

The Southerly 58 Feet of Lot 36 and the Northerly 7 Feet of Lot 37
in Block 10, in Redbud Acres No. 3, according to the Subdivision Plat
thereof recorded in Folio #162, in the City of McAlester, Pittsburg County,
State of Oklahoma (a/k/a 1612 Redbud Lane, McAlester, Oklahoma 74501).

In accordance with the terms of the Decree of Dissolution of Marriage in
FD-2012-166, Pittsburg County District Court

Together with all and singular the hereditaments and appurtenances thereunto
belonging. To have and to hold the above granted premises unto the said party of
the second part her heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his
hand the day and year first above written.



STATE OF OKLAHOMA)
COUNTY OF PITTSBURG) ss:

Dakota C. Bradish
Dakota C. Bradish

Before me, Anita Davis, a Notary Public in and for said County and State, on this 16th day of May, 2012 personally appeared Dakota C. Bradish, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year above set forth.



Anita Davis
Notary Public

My Commission Expires:

3-29-14

FloodSERV, Inc.
P.O. Box 1812
McAlester, OK 74502 US
(918)429-1911
support@floodserv.com
www.floodserv.com



INVOICE

BILL TO

Julie Bradish
1612 Redbud Lane
McAlester, Ok 74501

INVOICE # 986243429

DATE 02/14/2018

DUE DATE 02/14/2018

TERMS Due on receipt

CLAIM #	SALES REP	LEAD SOURCE			
ACTIVITY			QTY	RATE	AMOUNT
Emergency Service Call- after business hours					
Emergency Water/Sewage Extraction - Catagory 3/Black Water - After hours					
Clean & Sanitized floors in kitchen, dining room, living room, hall, master bedroom & 2 bathrooms -twice					
Apply antimicrobial agent on contaminated floor, walls - After hours					
Remove part of carpet & pad in Master Bedroom - Catagory 3/Black Water					
Remove part of vinyl flooring Master Bedroom - Catagory 3/Black Water					
Remove baseboard in Dining room & master bath, & drilled holes in wall for drying					
Clean & sanitized 2 bathrooms & baseboards in kitchen, dining room, living room, hall master bedroom & 2 bathrooms					
2 - Dehumidifier - XLarge - for over 10 days					
Equipment setup, take down, monitoring and moisture detection					
Total			1	2,000.00	2,000.00

BALANCE DUE

\$2,000.00

Thank you for your business!

Vanities for Bathrooms - 1000.00



2ND & WYANDOTTE - 918 426-6111
McALESTER, OK 74501

"COMPLETE HOME FURNISHINGS AT DISCOUNT PRICES"

Customer's Order No.		Date 02-07 20 18	
Name Julie Bradish			
Address 1612 Redbud Lane McAlester, OK 74501			
918-421-1452			
SOLD BY	CASH	C. O. D.	CHARGE
		ON ACCT.	MOSE. RETD.
			PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	7290138 Ashley Tiarella Sofa	\$819.00	\$819.00
1	7290135 Ashley Tiarella Loveseat	\$759.00	\$759.00
6	DS40-202 Ashley Mestler Side Chair	\$179.00	\$1074.00
1	DS40-125 Ashley Mestler Dining Table	\$499.00	\$499.00
1	W662-38 Ashley Idonburg TV Stand	\$459.00	\$459.00
	Sales Quote		
			\$3605.00
		SALES TAX	\$342.47
		TOTAL	\$3947.47

ALL WARRANTIES ARE EXTENDED BY MANUFACTURER — NO RETURNS OR REFUNDS AFTER PURCHASE.

No. 38082

Rec'd. By: _____



6845 E. 41ST ST., TULSA OK 74145 • 918-621-4000
 2136 HWY 59 N., GROVE, OK 74344 • 918-786-8453
 9342 S. MEMORIAL, TULSA, OK 74133 • 918-488-9300
 941 N. MAIN, MUSKOGEE, OK 74401 • 918-687-8500
 9509 N. MAY AVE., OKC, OK 73120 • 405-755-3003
 1316 E. CARL ALBERT PL., McALESTER, OK 74501 • 918-426-6443
 2501 W. MAIN, NORMAN, OK 73069 • 405-364-4600
 6422 W. KELLOGG DR., WICHITA, KS 67209 • 316-719-2950
 1630 SW 74TH ST., OKC, OK 73159 • 405-605-2726
 1200 S. BROADWAY, EDMOND, OK 73034 • 405-216-3902

Customer Code **OK-251155**

Customer Name <i>Julie Bradish</i>	Phone <i>421-1452</i>	Date Sold <i>2/13/18</i>
Street Address <i>1612 Redbud</i>	Employment	Phone
City, State, Zip Code <i>McAlester OK 74501</i>	Installation Address	Installation Date
Present Owner of Property	Legal Description	Contract Approved By

Quantity	Supplier	Style	Item	Price	Amount
<i>10720 ft</i>		<i>vinyl plank installed</i>		<i>3.41</i>	<i>2681.28</i>
		<i>Toasted Pecan</i>			
<i>1</i>		<i>blue</i>			<i>119 -</i>
<i>10720 ft</i>		<i>takeup old plank</i>		<i>1.00</i>	<i>1008.00</i>
<i>1</i>		<i>takeup on Tile Bathing</i>			<i>550 -</i>
<i>8100 ft</i>		<i>ceramictile Homestead</i>	<i>13X13</i>	<i>2.44</i>	<i>214.14</i>
<i>21</i>		<i>tile</i>		<i>15 -</i>	<i>30 -</i>
<i>21</i>		<i>tile</i>			<i>21 -</i>
<i>85.33 yds</i>		<i>kerot pad 8'6 1/2"</i>		<i>6.1 -</i>	<i>531.93</i>
<i>1</i>		<i>tile on carpet</i>			<i>175 -</i>
					<i>\$ 5331.35</i>
					<i>250.02</i>
					<i>\$ 5582.91</i>

MILL CREEK agrees to provide and CUSTOMER agrees to purchase the above described goods and/or services for the sum of \$. Payment to be made as follows \$ down and balance on completion or with approved credit.

*bid doesn't include takeup old Tile in Baths.
 and Resetting toilets.*

CUSTOMER:

MILL CREEK LUMBER & SUPPLY COMPANY

BY:

Charles Johnson
 Salesman



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 10, 2018</u>	Item Number:	<u>Consent Agenda G</u>
Department:	<u>Community Services</u>	Account Code:	<u></u>
Prepared By:	<u>Mel Priddy</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 2, 2018</u>	Exhibits:	<u>5</u>

Subject

Consider and act upon, a Personal Services Agreement with David Wright for hay baling on the Steven Taylor Industrial Park and Hwy 31 west of Indian Nation Turnpike in the amount of \$780.00.

Recommendation

Motion to approve Personal Services Agreement with David Wright for hay baling in the amount of \$780.00.

Discussion

The Community Services Department received (4) bids for hay baling on Steven Taylor Industrial Park and Hwy. 31 west of the Indian Nation Turnpike. Staff recommends awarding the high bid of \$780.00 to David Wright.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		MWP	
City Manager	P. Stasiak		

BID TABULATION SHEET

Haybaling- City of McAlester Properties

Bid Opening
March 29, 2018 4:00pm

Bidder

Amount

Jerry Mincher

\$650.00

* David Wright

\$780.00

Quick Gro

\$100.00

Jim Greco

\$300.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bardell & Bardell Insurance 235 WOODLAWN AVE TAHLEQUAH INSURED David Wright 5775 W State Hwy 31 McAlester	OK 74464-3317 OK 74501	CONTACT NAME: MT Smith PHONE (A/C, No, Ext): 918-456-9499 FAX (A/C, No): 918-456-9338 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Farmer's Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19194
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY		FD103992FP01	08/27/2016	08/27/2017	General Liability \$ 1,000,000.00 Products & Completed Operations \$ 5,000.00 Medical Payments \$ 5,000.00 Personal & Advertising Injury \$ 50,000.00 General Aggregate \$ 2,000,000.00 Products & Completed Operations Aggregate \$ 2,000,000.00 Medical Payments \$ 5,000.00
	AUTOMOBILE LIABILITY					Combined Single Limit \$ 1,000,000 Bodily Injury & Property Damage \$ 1,000,000 Medical Payments \$ 5,000 Uninsured Motorist \$ 1,000,000 Property Damage \$ 1,000,000 Medical Payments \$ 5,000
X	UMBRELLA LIAB EXCESS LIAB					Excess Liability \$ 4,000,000 Aggregate \$ 4,000,000 Medical Payments \$ 5,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					Workers Compensation \$ 1,000,000 Medical Payments \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey Cox

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CITY OF MCALESTER
INVITATION FOR BIDS
FOR HAYBALING

The City of McAlester is soliciting competitive bids for the hay baling of approximately 11 acres of property known as the Steve Taylor Industrial Park, and also 34.12 acres of property on Hwy 31 West of the Indian Nation Turnpike. Sealed bids will be accepted at the City of McAlester, office of the Community Services Director, 801 N. 9th Street, McAlester, Oklahoma on or before 2:00 PM March 29, 2018.

The term of this contract shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement attached. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful Bidder must have liability insurance coverage in the amount of \$1,000,000.00.

The undersigned bidder agrees to pay the City of McAlester an annual fee in the amount

of Seven Hundred Eighty + ⁰⁰/₁₀₀ (\$ 780⁰⁰)

Bidders Name: David Wright UBA Diamond W. Ranch/Cattle

Address: P.O. Box 1571 McAlester OKla 74502

Telephone Number(s): 580-243-9683

Signature of Bidder: David Wright

Date: 3/13/2018

NAME: David Wright

DATE 4-2-78
\$ 150.00

_____ Electric Licenses (408)	_____ Gen. Miscellaneous (427)
_____ Plumbing Licenses (409)	_____ Gen. Reimbursements (429)
_____ Heat & Air Contr. Licenses (418)	_____ EMS (434)
_____ Sign Licenses/Permits (422)	_____ Burn Permit (423)
_____ Building Permits (407)	_____ Expo Catering (28,433)
_____ Electric Permits (411)	_____ Expo Concession (449)
_____ Plumbing Permits (412)	_____ Expo Room Rental (448)
_____ H.V.A.C. (421)	_____ Swimming Pools (433)
_____ Inspections (900)	_____ Swimming Pool Concession (437)
_____ Demo (606)	_____ Stipe Room Rental (441)
_____ SBC Concession (729)	_____ Tree/Parks Donations (603,1)
_____ SBC Recreation (730)	_____ Vendors (426)
_____ Recreation Fee Parks (436)	_____ Recycling (605)
_____ Abatement (439)	_____ Street Cuts (435)

_____ Water Sales (501)	_____ Sewer Taps (509)
_____ Water Taps (503)	_____ Service Charges (508)
_____ Water Deposits (200)	_____ Landfill (506)

Description: Highlining # 1417

Dept CS / SLO Cashier

DIAMOND W LAND & CATTLE, LLC.

Q7-14

PO BOX 1571
MCALISTER, OK 74502-1571

PAY
TO THE
ORDER OF

First National Bank
of New York

Hay Baling

1173010111 11872006071 1127100111

**Personal Service Agreement
By and Between the City of McAlester and David Wright**

This Personal Service Agreement made and entered into this 2nd day of April, 2018 by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and David Wright an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

WHEREAS, the City desires to allow Contractor to bale hay on the property known as: approximately 11 acres of property known as Steve Taylor Industrial Park and also 34.12 acres of property on Hwy 31, west of the Indian Nation Turnpike.

WHEREAS, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. **GRANT**
For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on City property known as the McAlester Water Shed, Hwy 31 West of Indian Nation Turnpike, and Steve Taylor Industrial Park (the "Property").
2. **TERM**
This Agreement shall commence the 2nd day of April, 2018, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 2nd day of April, 2019, (the "Term").
3. **PAYMENT**
The Contractor shall pay the City cash equal to Seven Hundred Eighty Dollars and no/cents (\$780.00) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.
4. **USE**
 - A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.

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-
-
- B. The City shall not be responsible or liable to Contractor or anyone

claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.

B. Contractor shall conduct all hay baling in a good and workmanlike manner.

C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Contractor:

David Wright
P.O. Box 1571
McAlester, Okla. 74501

City:

Pete Stasiak
City Manager
City of McAlester
28 E. Washington
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the ____ day of ____, 20__.

CITY OF McALESTER
An Oklahoma Municipal Corporation

John Browne, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of the Contractor on the ____ day of _____, 20__.

CONTRACTOR



APPROVED AS TO FORM:

Joe Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018 Item Number: 1
Department: _____
Prepared By: Randy Hughes,
Superintendent McAlester Account Code: _____
Public Schools Budgeted Amount: _____
Date Prepared: April 5, 2018 Exhibits: 1

Subject

Consider and act upon, the request from McAlester Public Schools for funding of Capital Improvements at Puterbaugh School and various additional safety and security improvements. These funds are to be drawn from the quarter cent sales tax generated by the 2003 Sales Tax Ordinance #2159.

Recommendation

Staff recommends approval of the request from McAlester Public Schools in the amount of \$1,600,000 or a similar amount apportioned on a per student basis.

Discussion

McAlester Public Schools would like to add 5 Safe Rooms that can also be utilized as classrooms to the Puterbaugh School and various safety/security improvements, i.e., bulletproof glass, security doors and windows, etc.

Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <u>[Signature]</u>	<u>4-5-18</u>



“Engaging Minds, Inspiring Hearts, Pursuing Excellence”

April 4, 2018

Dear McAlester City Councilmen,

McAlester Public Schools would like to formally and humbly request that the McAlester City Council allocate the remaining funds generated from the McAlester Sales Tax Ordinance of 2003 (Ord. #2159 i.e. 1/4% sales tax) to be used by McAlester Public Schools for the purpose of making Capital Improvements including, but not limited to the following:

-Constructing Safe rooms at Puterbaugh

Estimated 5,000 sq. ft @ \$300/sq. ft. = \$1,500,000.00

-Various improvements to safety & security, such as installing bulletproof glass, security doors & windows, etc.

Estimated cost of \$100,000.00

MPS acknowledges that these funds could be apportioned on a per pupil basis, taking into account students residing within the City limits of McAlester, which attend other schools and funds will be allocated as such.

With the volatility of state funding and so much uncertainty surrounding the educational environment in Oklahoma, McAlester Public Schools cannot begin to express our gratitude for the City of McAlester and the City Council for being such a valuable partner in supporting and advancing the educational opportunities of our city's youth.

Sincerely,



Randy Hughes

Superintendent, McAlester Public Schools



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 27th, 2018</u>	Item Number:	<u>2</u>
Department:	<u>Expo – Finance</u>		
Prepared By:	<u>Billy Sumner, Expo Mgr.</u>	Account Code:	<u></u>
Date Prepared:	<u>March 21st, 2018</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u></u>

Subject

Discussion and possible action concerning proposed updates to the current rental contract and rental fees of the McAlester Expo Center.

Recommendation

Staff recommends the council approve the new and updated contract for the McAlester Expo Center as well as the increase in rental prices, effective July 1st, 2018, on any newly signed contracts.

Discussion

The last time the Expo contract, policy, procedures and rental rates were updated or changed was December 12th, 2007.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin		
City Manager	P. Stasiak	<u>PJS</u>	<u>4-5-18</u>



City of McAlester - P.O. BOX 578 McAlester, OK 74501

PHONE #: 918-420-3976

CELL #: 918-424-1923

FAX#: 918-423-1092

FACILITY RENTAL AGREEMENT

NAME/TYPE OF EVENT: _____

DATE(S): _____

ORGANIZATION: _____

CONTACT PERSON: _____

PHONE #: _____

PROJECTED ATTENDANCE: _____

LESSEE NAME: _____

PHONE #: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

Use of the McAlester Expo Center, hereinafter referred to as McAlester Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by the City of McAlester and conditions stated herein this Agreement and Attachments.

The Renter, hereinafter referred to as Lessee, is permitted to use and occupy the facilities listed below with dates and time indicated, as set forth in this Agreement:

*****PLEASE INCLUDE ALL DATES & TIMES, FOR EVENT, INCLUDING SETUP & TEAR DOWN*****

FACILITY	DATE(S)	EVENT TIME	INGRESS/EGRESS
Room No.			

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the City of McAlester - McAlester Expo Center specifically described above together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the City of McAlester, Expo Manager, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee's use of outside space is prohibited unless specifically provided for herein.

This Rental Agreement shall have no force or effect whatsoever until it is signed and returned with both rental and security deposits and signed by a member of the Expo Center administration. All contracts will be promptly reviewed by the Expo Center Manager and the Lessee will be contacted with any concerns, errors or changes. If any changes are needed, the Lessee will be provided a new contract to sign and verify. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

Rates will include table and chairs (as available) and utilities needed for event. Animals will not be permitted in the banquet rooms, unless used by physically impaired individuals. Items other than audio/visual equipment for meetings and banquets must be pre-approved by manager.

The Lessee shall be responsible for complying with the rules and regulations governing the operations of the McAlester Expo Center and for paying directly to the provider the cost associated with any other services performed.

Unless otherwise authorized by the manager, all plumbing, electrical or carpenter work required to be done on the premises of the McAlester Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the manager.

The City of McAlester will be permitted to photograph and videotape any and all activities held at the McAlester Expo Center exclusively for the promotion and advertisement of the Expo Center and the tourism efforts of the City of McAlester. This media will not be shared with, sold or given to anyone outside the City of McAlester administration.

The Lessor shall the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.

RULES AND REGULATIONS

LOCATION: McAlester Expo Center - 4500 W. Hwy. 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.

RESERVATIONS: Organizations and individuals interested in leasing the McAlester Expo Center may do so by contacting the manager at (918)420-EXPO (918-420-3976). Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the McAlester Expo calendar availability list until the deposits set forth by the City of McAlester has been received in the office of the Expo Manager. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposits will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit deposits to secure the date.) **Reservations will be held for ten (10) days without deposits.** If a contract is not executed and returned to the Expo Center with the initial event deposit

by the end of the 10th day, the reservation for the event will be canceled. Unless otherwise specified in writing and approved by the Expo Manager, the staff of the Expo Center shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.

EXPO CENTER RATES: Lessee of the McAlester Expo Center or any portion thereof, shall pay the rental rate and deposit amounts, set forth by the City of McAlester, as is currently existing or as may be revised hereafter. At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the McAlester Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied/accepted, or risk forfeiting all deposits. Lessee agrees to pay, in full, total rental fee at least 30 days before first scheduled event or risk cancellation. Room rental includes utilities, tables and chairs (as available), as well as setup per lessee request. A full day rental period is for eight (8) hour. Setup and tear down is to be completed within the timeframe of your event rental period, unless additional time has been paid per the rental rates.

CANCELLATION POLICY: If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Expo Center Manager. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel and event, 100% of security deposit will be returned, up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

- 90+ days prior to first date reserved: Initial deposits plus any payments made, fully refundable
- 89-60 days prior to first date reserved: 50% initial rental deposit nonrefundable
- 59-30 days prior to first date reserved: 100% initial rental deposit nonrefundable
- Less than 30 days prior to first date reserved: 100% of all payments, including security deposit nonrefundable

No refunds will be given when the event is canceled by the Expo Center Management, due to the Lessee's noncompliance with terms and conditions.

If the total final payment due is not paid in full, 30 days prior to the first date reserved for the event, the event will be subject to cancellation. The Expo Center reserves the right to refuse use of the leased space unless FULL payment is made.

LEASE CONTRACTS: A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposits made payable to the City of McAlester should be mailed to: City of McAlester, McAlester Expo, P.O. Box 578, McAlester, OK 74501. This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntary or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to sublease, assign, convey or otherwise transfer this agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.

SET-UP REQUIREMENTS: Set-up sheets will be completed by the Lessee and returned with every contract. Changes to setups should be made no later than two weeks (14 days) before an event. Expo staff complete room setup as early as one week before events, when possible. Any event requesting a change in setup, once a room has been completed, will be subject to an additional fee of \$50.00. Any events requiring the use of the Expo stage or dance floor will be charged a \$50.00 setup fee for each item used. Discussion regarding additional requirements and/or related cost for any event must be held with the Expo Manager. Any special set-up request must be provided to the Expo Manager, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the McAlester Expo Center either prior to, during or subsequent to the use of the facilities by the Lessee,

the McAlester Expo Center, The City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.

DECORATIONS: Lessee shall not do or permit to be done upon Expo Center anything that will tend to mar or in any manner deface the Expo Center. Decorations and/or signage may not be fastened to the walls with hooks, nails, screws or staples. Thumb tacks and scotch or double sided tape is permitted as long there is no harsh residue or damage to the walls. Damage or discoloration to the walls may lead to forfeit of security deposit. The use of glitter or metallic confetti is prohibited in the facility and/or on the grounds. The use of hay or straw is permitted, as long as floor covering is provided and any excess debris is cleaned up upon removal. No rice, birdseed or similar items shall be thrown in or around the Expo Center. Failure to comply with these rules and regulations will result in immediate forfeit of security deposit. Any questions regarding decorations should be addressed with Expo Manager at least two (2) weeks prior to event.

CONCESSIONS: City of McAlester and McAlester Expo Center, retain all rights to food and beverage concessions in or near the Expo Center. Concessions of any merchandise, including but not limited to programs or souvenirs, either on display or by taking orders, may be sold only after prior approval of the Expo Manager. No percentage of receipts on merchandise is required at this time. Please see **CATERING/REFRESHMENT SERVICES**, if your event requires any catering or banquet type needs.

KITCHEN FEES: The prep kitchen may be rented by the Lessee for a fee of \$100.00. The Expo Center will provide kitchen utilities only. The Expo Center does NOT provide any cooking or baking materials (including but not limited to pots, pans, bowls and/or utensils) or cleaning rags or cloths. The kitchen must be cleared of all noticeable trash and debris by lessee or catering provider prior to leaving the building following the event.

CATERING/REFRESHMENT SERVICES: The Expo Center does allow the use of outside catering for events. Please notify the Expo Center when filling out your agreement, if outside catering will be used. All caterers must abide by Expo Center requirements and policies. Outside caterers are welcome to use the prep kitchen, under the same rules and kitchen fees stated above. For a **\$25.00 set-up fee**, the Expo Center will provides limited refreshments which include tea, coffee, bottled water and donuts at the following rates: Tea, coffee and bottled water at **\$1.00 per person**; Donuts at **\$2.00 per person**. Any lessee requiring refreshment services, provided by the Expo Center, must notify the Expo Manager at least two weeks (14 days) prior to the scheduled event.

COLLECTIONS/DONATIONS: No collections or donations whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.

CERTIFICATE OF INSURANCE: Lessee must provide a Certificate of Liability Insurance to the Expo Manager at least two weeks (14 days) prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming City of McAlester, McAlester Expo Center, as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from Expo Manager.)

LICENSES: Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations. Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to the Expo Manager, thirty (30) days prior to event. The sale of alcoholic beverages is prohibited under any circumstances unless specifically approved by the Expo Manager and where a licensed caterer/alcohol service permit and provider is in place.

ADVERTISING: No licensed event shall be placed on the McAlester Expo calendar until the signed agreement, all deposits and set up requirements are received by the Expo Manager. Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the McAlester Expo Center except as is authorized in writing, by the Expo Manager. The Lessee may display promotional or advertisement material for an event held at the McAlester Expo Center as long as no materials displayed damages, injuries, and mars or in any manner defaces any portion in the facility at the McAlester Expo Center. The digital marquee is reserved for events held at the McAlester Expo Center. Events wishing to place a message on the marquee must submit the message in writing and will be approved by the Expo Manager. The Expo Center reserves all rights to change or modify messages, based on size, space and/or message visibility.

SECURITY: Lessee is responsible for furnishing security if deemed necessary by the Expo Manager, at the rate of **\$25.00 per hour, per security officer**. In order to maintain adequate security measures, the McAlester Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events. The McAlester Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

OBSTRUCTIONS: No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the McAlester Expo Center shall be obstructed or caused to be obstructed by the Lessee, nor shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee. A three foot clearance in front of all exits is required at all times for fire code compliance. No permanent parking is allowed along the front (south side) of Expo building. This area is a fire lane and must have complete access for fire department vehicles. Temporary parking is allowed only for a reasonable time, for move in or move out.

SMOKING: The McAlester Expo Center is a clean air facility. The use of tobacco products are not permitted inside the building.

CLEANING: It is the responsibility of the Lessee to make sure the rented area is clean of all trash, debris and decorations, including streamers and/or confetti. Lessee is **NOT** required to clean bathrooms, take out trash, mop, sweep and vacuum or put away tables and/or chairs. Excessive cleaning by Expo staff may result in forfeit of security deposits. The Expo Center Manager shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise. These articles will be held for thirty (30) days and then, upon expiration of 30 days, if not recovered by the owner thereof, the articles shall be considered abandoned and disposed of by Expo Center personnel.

OBLIGATIONS OF LESSOR: Lessor shall be responsible for:

- Opening of facilities at the beginning of each use covered by this agreement and to secure the facility at the end of each such use.
- Providing at least one staff member to be present during all events
- Providing all standard utility services, including: trash, electricity, water and sewer.
- Providing maintenance personnel to make emergency repairs in the event of facility malfunction.
- Providing ordinary and usual maintenance to the facilities.
- Any additional costs for items/services added to final invoice in accordance with current rates.

RENTAL COLLECTION: If for any reason said rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of the City of McAlester, McAlester Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish the City of McAlester, McAlester Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, the City of McAlester, McAlester Expo Center, shall require that a properly executed contract be in effect and the prescribed rental and security deposits be paid in full before authorizing a ticket sale to commence. The City of McAlester, McAlester Expo Center, shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event, suit or action is instituted, the City of McAlester, McAlester Expo Center, shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

WAIVER OF RENTAL FEES: The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester.

Lessee shall pay the City of McAlester for the use of said facilities, the sum of:

Security Deposit (refundable): _____
 Rental Fee (50% due with contract): _____
 Prep Kitchen Fee: _____
 Catering/Refreshment Fee: _____
 Stage/Dance Floor Setup Fee: _____
 Grand Total: _____

I have read, and agree to abide by this Agreement and accompanying rules and regulations as set forth by the City of McAlester.

 LESSEE DATE

 EXPO ADMINISTRATION DATE

 MANAGER DATE

McAlester EXPO CENTER

EXPO RENTAL RATES – Effective July 1, 2018

Room	Size	Rate
Entire Building	200' x 400'	\$3500.00/\$3000.00 (2 nd day & subsequent days)
Expo Hall	200' x 250'	\$2500.00/\$2200.00 (2 nd day & subsequent days) *Rental period is for 8 hours (\$200.00 per hour thereafter) *Separate load in/out days or times can be arranged at the rate of \$200.00 per hour, with a minimum of 4 hours.
Room 101	50' x 75'	\$75.00 per hour (minimum of 3 hours) \$500.00/day (8 hours/\$50.00 per hour thereafter)
Room 103	145' x 75'	\$100.00 per hour (minimum of 3 hours) \$700.00/day (8 hours/\$75.00 per hour thereafter)
Room 205	20' x 39'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Room 207	29' x 32'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Room 209	29' x 34'	\$50.00 per hour (minimum of 3 hours) \$350.00/day (8 hours/\$50.00 per hour thereafter)
Mezzanine	135' x 25'	\$65.00 per hour (minimum of 3 hours) \$450.00/day (8 hours/\$50.00 per hour thereafter)

Initial Rental Deposit

- To reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date.

Security Deposit (Refundable)

The following security deposits will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract.

- Upstairs Rooms (205,207,209)/Mezzanine - \$50.00
- Downstairs Rooms (101 & 103) - \$100.00
- Expo Hall/Entire Building - \$500.00

These deposit are needed to reserve the date for any event. No event will be held, or date removed from availability until the full deposits are made.

LOCATION	Adair County Convention Ctr-Adairmore	Bartlesville Community Center-Bartlesville	Cox Community Center-Sand Springs	Chisholm Trail Expo Center-Enid	Convention Center-Elk City	Frisco Center-Clinton	Grady County Expo Center-Chickasha	Great Plains Coliseum & Expo Ctr-Lawton	Heart of Oklahoma Expo Ctr-Shawnee	McClain County Expo Ctr-Murcilo	Muskogee Civic Ctr-Muskogee	Musotone Conference Ctr-Mustang	Payne County Expo Ctr-Jillwater	Ponotoc County Agr. Pier & Convention Ctr-Ada	Southeast Expo Center-McMurtre	Stephens County Fair & Expo Ctr-Purcell	Woodward County Event Ctr-Woodward
SIZE/DIMENSIONS	48,990 SQ FT		26,000 SQ FT			17,560 SQ FT					17,546 SQ FT				80,000 SQ FT	89,600 SQ FT	59,000 SQ FT
AMENITIES					16,875 SQ FT WITH ADD'L 1200 SQ FT AVAILABLE	7,500 SQ FT	25,000 SQ FT	1@12,000 SQ FT;1@80,000 SQ FT;	152,400 SQ FT		8928 SQ FT		1@15,000 SQ FT	12,000 SQ FT	50,000 SQ FT		45,000 SQ FT
Exhibit Hall	24,272 SQ FT																
Over-sized Hall(s)	1@4800 SQ FT/1@1967 SQ FT														(MEZZANINE) 3,375 SQ FT		
CONFERENCE RMS																	
Sm -under 100	2@1040 SQ FT;2@665 SQ FT;1@812 SQ FT;1@435 SQ FT;1@201 SQ FT		3@554 SQ			6@650 SQ FT		1@?	6 UNDER 1200 SQ FT (EA)	1@?	2@529 SQ FT;1@1440 SQ FT;1@1530 SQ FT	2@?			3@780-986 SQ FT		1@800 SQ FT;
Med-100-200	4@1575 SQ FT				1@1518			1@2200 SQ FT	1@1480 SQ FT;		1@1890 SQ FT	2@?					2,000 SQ FT (TRNG RM)
Lg-over 200	1@6068 SQ FT				1@4370		1@4000	1@11,200 SQ FT	1@?	1@?	1@2700 SQ FT	1@?	1@5650 SQ FT;1@9000 SQ FT		1@3375 SQ FT;1@3750 SQ FT; 1@10,875 SQ FT	3@?, 1@?	1@19,200 SQ FT; 1@13,800 SQ FT;
KITCHEN	YES	YES	YES		YES	YES	YES			YES	YES	YES	YES	YES	YES	Yes	YES
RV PARKING					YES				YES	YES				YES	YES		
ARENA(S)			MULTI-SPORTS, 1150 SQ FT	YES	BARN- 16,875 SQ FT		1@69,680 SQ FT;1@19,000 SQ FT;1@46,500 SQ FT;		Outdoor & Indoor	27,000 SQ FT COVERED; 32,500 OUTDOOR FACILITY	YES			1@12,000 SQ FT(INDOOR); 1@43,946 SQ FT(INDOOR); 52,500 SQ FT OUTDOOR ARENA		YES	
CAPACITY																	
Exhibit Hall	170 Exhibitors/2800 seating	UP TO 500 (SEATING)			SEATS 1,000;CHAIRS & TABLES ON SITE FOR 450		SEATS 800; 150 BOOTHS	SEATS 3900;150 BOOTHS			875			1,000	2,700		
Over-sized Hall(s)																	
Sm -under 100	2@78;2@60;2@20;1@6	1@100	3@50	1@75;1@100				1@50	7 (ROOMS)	1@30	2@36;2@100	2@30					
Med-100-200	4@100	1@150		1@150	1@150		1@200;	1@120;1@150			1@125	2@120					
Lg-over 200	1@400			1@500	1@250			1@750	1@?	1@280	1@240	1@450	27 BOOTH SPACES/300 PEOPLE; 1@?			3@250; 1@450	
RV Parking																	
Arena(s)																	
Auditorium		1700		9000					1@7500;1@1000					1@500; 1@2500+			
Gazebo																	
PRICING																	
Exhibit Hall	Full Hall-\$2900/day, \$1575/2nd day;1/2 Hall-\$1450/day,\$790/2nd day	M-F BEFORE 5PM, \$65/HR, AFTER 5PM, \$90/HR;MIDNIGHT TO 8AM, \$125/HR;WEEKENDS,\$90/HR; 4 HR MINIMUM ON WEEKENDS;\$250 DEPOSIT			M-F, \$30/HR;SAT-SUM, \$35/HR						\$1500/DAY (NON-TICKETED)			\$475/DAY	ENTIRE FACILITY, \$1125/1ST DAY, \$875/2ND+ DAYS; \$875/1ST DAY, \$625/2ND+ DAYS		1@2500
Over-sized Hall(s)	1@\$300/day;1@\$350/day														(MEZZANINE) \$125		
Sm -under 100	\$85-\$250/day;\$250-\$350/2nd day;\$100-\$300/After 5pm&weekends	M-F BEFORE 5PM, \$40/HR, AFTER 5PM, \$55/HR;MIDNIGHT TO 8AM, \$90/HR;WEEKENDS,\$55/HR; 4 HR MINIMUM ON WEEKENDS;\$150 DEPOSIT									2@250/BOTH@400;2 @500	2@\$75 per session (4 hours-\$20 per additional hour)			3@65/DAY		1@\$100
Med-100-200	1@\$180/day-\$100/2nd day;2@\$360/day-\$200/2nd day;3@\$540/day-\$300/2nd day;4@\$720/day-\$400/2nd day;	M-F BEFORE 5PM, \$45/HR, AFTER 5PM, \$55/HR;MIDNIGHT TO 8AM, \$90/HR;WEEKENDS,\$55/HR; 4 HR MINIMUM ON WEEKENDS;\$150 DEPOSIT									1@\$600	1/2 Hall-\$200 per session (4 hours-\$50 per additional hour);Full Hall, \$400 per session					1@\$250
Lg-over 200	\$725/day;\$395/2nd day									\$350/DAY	1@\$600	Great Room-\$400 per session (4hours), \$700 all day			2@\$125;1@\$315	3@\$150/1@\$300	1@\$1000;1@\$500
Kitchen											\$100 (FOOD PREPARATION ONLY)	\$100 per event				INCLUDED	\$150
RV Parking																	
Arena(s)														1@\$250/DAY(PLUS HEAT/AIR); \$750/DAY, \$600/ADD'L DAY(PLUS HEAT/AIR) NOTE: IF TICKETS ARE SOLD, \$1,000/DAY (PLUS HEAT/AIR); \$175/DAY			
Auditorium		1-6 hrs, \$825 or 10% of ticket Sales, whichever is greater;6-12 hrs, \$1075 or 10% of ticket Sales, whichever is greater;12-18 hrs, \$1400 or 10% of ticket sales, whichever is greater;\$100/hr Cleaning Fee															
Gazebo												\$100 all day					
Table/Chair						\$5/table, \$1.50/chair				PROVIDED	PROVIDED		PROVIDED	\$2/TABLE, \$.50/CHAIR		PROVIDED	\$2.50/table, \$.50/chair
Table Linens		\$5/tablecloth;\$10/dz napkins;\$10/table skirt;\$4/chaircover															
Dance Floor		\$80/14X14;\$100/18x18;\$125/24x 24															
Security Officer		\$30/hr;\$50/hr after midnight				\$75/hr after 10pm											
Projector		\$30/per use									ADD'L CHARGE	ADD'L CHARGE					
Coffee Service		\$50/per 100 persons															
Dishes/glassware/flatware		\$.75/per person															
Lighting Packages		\$100/up to 5 lights;\$150/6-8 lights;\$200/9-12 lights									Utilities-\$35/Room;\$150/Arena						
Holiday Room Rates		Double Regular Rate															
Technical Support						Exhibit Hall, Technical Package, \$45/hr (\$75/hr on Sunday, minimum 3 hrs; add'l technical support \$35/hr, \$55/hr on Sunday), \$5/table, \$1.50/chair; Security fees, \$75/hr after 10:00pm;Non-refundable registration fee of 50% required at the time of the contract signing					ADD'L CHARGE						NO CHARGE

Kindred Venues LLC.

Located in The Venue at 120 E. Choctaw ave
McAlester, OK 74501

This contract is for the large ballroom, the Perkins room is NOT included in this rental. If you would like to add the Perkins room to your reservation, an additional \$100/hr will be added if the room is available.

Base rate for this reservation is \$300.00. This is for a minimum 3 hour time slot to allow for set up and clean up. Each additional hour is 100/hr.

You are reserving this room for _____ hours.

Reservations:

A fifty percent (50%) deposit of the base rate is required to hold a date for your event. The balance is due no less than 30 days prior to the event.

All payments must be made by the specified due dates or by the event (if arranged ahead of time) or all deposits will be forfeited and the event deemed cancelled.

Please adhere to the following:

- Pets are not allowed (unless a certified service dog)
- No permanent or temporary fasteners may be used to hang anything
- No open flame candles of any kind. Only battery operated candles allowed due to insurance purposes.
- No confetti
- No paint, glue, or any other substance that could permanently adhere to any surface.
- No smoking indoors
- Bubbles are only acceptable OUTSIDE
- Do not damage the facility

Kindred Venues LLC.

**Located in The Venue at 120 E. Choctaw ave
McAlester, OK 74501**

This contract is for a wedding. Weddings are a full day rental, and include a time for rehearsal. Weddings are \$2500.

Reservations:

A fifty percent (50%) deposit of the base rate is required to hold a date for your event. The balance is due no less than 30 days prior to the event.

All payments must be made by the specified due dates or by the event (if arranged ahead of time) or all deposits will be forfeited and the event deemed cancelled.

Please adhere to the following:

- Pets are not allowed (unless a certified service dog)
- No permanent or temporary fasteners may be used to hang anything
- No open flame candles of any kind. Only battery operated candles allowed due to insurance purposes.
- No confetti
- No paint, glue, or any other substance that could permanently adhere to any surface.
- No smoking indoors
- Bubbles are only acceptable OUTSIDE
- Do not damage the facility
- Children are only allowed in the space rented. **Children are not allowed on the stages under any circumstance.**

Alcohol:

Kindred Venues LLC.

**Located in The Venue at 120 E. Choctaw ave
McAlester, OK 74501**

This contract is for rental of both floors event spaces, including the Perkins room.

The base rate for this reservation is \$3,100.00 (this includes use of our tables and chairs, linens, and a time for rehearsal)

Reservations:

A fifty percent (50%) deposit of the base rate is required to hold a date for your event. The balance is due no less than 30 days prior to the event.

All payments must be made by the specified due dates or by the event (if arranged ahead of time) or all deposits will be forfeited and the event deemed cancelled.

Please adhere to the following guidelines:

- **Pets are not allowed (unless a certified service dog)**
- **No permanent or temporary fasteners may be used to hang anything**
- **No open flame candles of any kind. Only battery operated candles allowed due to insurance purposes.**
- **No confetti**
- **No smoking indoors**
- **Bubbles are only acceptable OUTSIDE**
- **No use of paint, glue, or any other substance that could adhere to anything inside the facility**
- **Do not damage the facility in any way**
- **Children are to remain in the rented space only, and are NOT allowed on the stages.**

Kindred Venues LLC.

**Located in The Venue at 120 E. Choctaw ave
McAlester, OK 74501**

This contract is for the Perkins room, it does NOT include use of the ballroom.

The base rate for this reservation is \$200.00 for a minimum 2 hour time allotment, each additional hour is 100/hr.

You are reserving the Perkins room for _____ hours.

Reservations:

A fifty percent (50%) deposit of the base rate is required to hold a date for your event. The balance is due no less than 30 days prior to the event, unless the event was reserved less than 30 days prior.

All payments must be made by the specified due dates or by the event (if arranged ahead of time) or all deposits will be forfeited and the event deemed cancelled.

Please adhere to the following guidelines

- Pets are not allowed (unless a certified service dog)
- No permanent or temporary fasteners may be used to hang anything
- No open flame candles of any kind. Only battery operated candles allowed due to insurance purposes.
- No confetti
- No paint, glue, or substances that may cause permanent adherence to any surfaces.
- No smoking indoors
- Bubbles are only acceptable OUTSIDE
- Do Not damage the facility in any way
- Children are to remain in the rented space. Children are not allowed under any circumstances to be on the stages.



The Grand Event Center

225 E. Carl Albert Parkway, McAlester, OK 74501 918-426-4001

Whether you are planning a wedding, a party, a meeting or some other type of event, we would love the opportunity to host you in our historic venue. The building was constructed in 1922 and served as The Grand Avenue Methodist Church for decades. This building is what brought us, Todd and Becky Hoagland, to McAlester. When we decided to undertake renovations, our goal was to take the building back to the era in which it was constructed.

Our ultimate goal is to provide our brides and event planners with a broad range of services and products, resulting in an easier planning and event hosting experience. With an on-site spa, salon and massage therapy specialist, as well as an in-house photographer, the planning process can be simple and enjoyable. We look forward to assisting you in planning the wedding or event of your dreams!

The Grand offers a variety of rooms for your event:

The Grand Sanctuary - Our vintage wedding chapel

Gatsby Hall - Our main ballroom

The Gold Room - Our smaller, more intimate gathering space

The Garbo Suite - The bridal suite for pre-wedding preparations

The Remington Room - The gathering room for the groom and his groomsmen

The Winchester - Our cozy pub located in Gatsby Hall

Also located within in the building:

Lost Creek Photography, B's Massage and Elite Advanced Medical Spa, Chop Shop Salon



Rental Packages and Pricing

The Grand Elegance Wedding Package

Standard Rate

Includes:

- ❖ The Grand Sanctuary with Pew Seating, Stage, and Sound System \$1,700
- ❖ Gatsby Hall Ballroom with up to (20) 6' tables and 100 chairs
- ❖ Linens are not included, \$5 per table in black or white
- ❖ The Garbo Suite and Remington Room (Bride and Groom Suites)
- ❖ 1 ½ Hour Rehearsal Practice on Day Before
- ❖ All Day Rental (10am-11pm)
- ❖ Men's and Women's restroom facilities on each floor

The Grand Event Package

Includes:

- ❖ The Grand Sanctuary with Pew Seating, Stage, and Sound System \$1,500
- ❖ Gatsby Hall Ballroom with up to (20) 6' tables and 100 chairs
- ❖ Linens are not included, \$5 per table in black or white
- ❖ All Day Rental (10am-11pm)
- ❖ Men's and Women's restroom facilities on each floor

The Grand Sanctuary Package

Includes:

- ❖ The Grand Sanctuary with Pew Seating, Stage, and Sound System \$100/hr.
- ❖ 2 hour min.



The Gatsby Hall Ballroom Package

Includes:

- ❖ Gatsby Hall Ballroom \$100/hr.
- ❖ 3 hour min.
- ❖ Includes up to (20) 6' tables and 100 chairs
- ❖ Linens are not included, \$5 per table in white or black

The Gold Room Package

Includes:

- ❖ Gold Room Banquet Hall with 12 tables and 48 chairs \$50/hr
- ❖ Table Linens Included
- ❖ 3 hour min.
- ❖ Includes use of attached kitchenette

Additional Add-ons:

- ❖ Garbo Suite and/or Remington Room \$75
- ❖ Winchester Pub \$75

The Grand Inclusive Package: \$500

This very special package is for the couple that wants a beautiful wedding on a budget. It includes 2 hours in Gatsby Hall for up to 30 guests. Ceremony takes place at one end of Gatsby Hall and reception at the other end. Also includes table linens and basic decorations. You can add a few of your own but all you really need is the bride, groom and the cake. We also include the officiant if you don't have one AND a small wedding photo package provided by Lost Creek Photography.



The Grand Extravagance Package

\$2,000

Includes:

- ❖ A special 2 day rental
- ❖ Gatsby Hall, Grand Chapel, Garbo Suite, Remington Room, Winchester Pub, Gold Room
- ❖ Seating for up to 150 guests(additional can be added)
- ❖ Table linens are included

Occasions at The Mansion Pricing

Package A

\$1300 One day (Sunday -Thursday)

\$3200 One day (Friday-Saturday)

\$3800 Two day (Friday – Saturday)

Use of entire estate and grounds, including Mansion interiors and dressing areas, Ballroom Conservatory, Pavilion and Gardens. Includes use of all items on equipment list.

Package B

\$900 One Day (Sunday-Thursday)

\$2200 One day (Friday-Saturday))

\$2800 Two Day (Friday-Saturday)

Use of Ballroom Conservatory and Entire Estate Grounds. No entrance into Mansion for photos, dressing, etc. other than downstairs restroom. Includes use of all items on equipment list.

Included equipment: 150 white wooden vintage folding chairs, 100 white plastic exterior folding chairs, 22 six ft. folding tables, 10 four ft. round folding tables, 1 wine barrel table, 1 copper and metal cake table, 1 large beverage counter, sound system, white wicker guest table, furnished Patio area, permanent Pavilion white iron bench seating for 50.

Additional outdoor seating can be created by utilizing various tent rental resources, such as DZ Rental in McAlester, the McAAP army base, and AJ Rentals in Muskogee. Prices range from \$350 for 400 sq ft. to \$1500 for 2400 sq. ft. Contact tent vendors directly for pricing and booking.

Additional Options

\$500 Equipment Set up and Staffing Service Occasions staff will set up and breakdown tables and chairs for ceremony and reception area. Staff will also locate wine barrel table, rolling bar, and tables for cake display, gifts and guest registration. Removal of trash and sweeping is also included. Any outside rental items or décor provided by anyone other than OATM is to be designed, placed and removed by rental company or client. Two layout consultations are included.

\$500 Rehearsal and Ceremony Coordination Service Occasions Staff will develop a ceremony and reception timeline and be present during the one or two day package rental times to facilitate the smooth flow of the wedding day process. Vendor (photographer, florist, DJ, baker, etc.) timelines and delivery coordination, processional lineup and oversight, reception spotlight facilitation (grand entrance, first dances, toasts, etc.) and 2 layout consultations are included. For guest counts over 125 there is an additional \$100 charge.

\$75 Groomsmen Hangout Separate downtown gathering spot for guys, near but not close enough for the bride to see you before the vows. Enjoy Spaceship Earth coffee and Prairie Bomb choc beer while you lounge around in vintage rustic style. Rental space is by the hour (\$75) with a 2 hour minimum. Space is also available for party, shower and rehearsal dinner rental. Contact Adam Gronwald at 918-928-1914 for more information and booking.

\$25 Centerpiece and table scape creation and display Created uniquely for each guest table, Occasions will design and place a collected look curated to your theme and vision. Included are hand chosen collectibles, fabric or greenery table runners, and candles. In addition to guest table design, Occasions can artfully stage cake, buffet, guest book and gift tables for a beautiful and stress- free event experience (\$25 per table).

\$150 Bridal Party Mimosa Brunch or Luncheon Prepared and beautifully served on your special day, allow us to create an elegant light meal for you and your bridal party of up to ten.

\$150 Groomsmen Portable Lunch Boxed and ready to go, our guy friendly meal for up to 10 can be enjoyed on the patio, at Spaceship Earth, or anywhere your men are gathering (additional meals are \$10 each).

Mansion Catering begins at \$12 per guest and includes serving ware. Staffing and tax separate.

Display wedding cake rental \$50 Wedding cakes with a variety of flavor choices \$2 per guest

Linen Rental \$15 per table Fabric Runner or Greenery Garland Rental \$5 per table

Kitchen Usage Fee \$100

While primarily a wedding venue, Occasions at The Mansion is a beautiful and fun place to host showers, parties and banquets. Our hourly options include all items from the equipment list, allow outside catering, and follow the same terms as wedding agreements.

\$500 4 hours usage of the bottom floor of The Mansion, excluding kitchen

\$500 4 hours usage of grounds only, restroom provided at Gardens location

\$700 4 hours usage of Ballroom Conservatory, no entrance to Mansion other than restroom

A facility fee discount will be added if booking OATM catering services.

Outside food is allowed with all wedding packages.

Alcohol must be provided and staffed by an Oklahoma licensed company.

Single Day packages must include a same day rehearsal time frame.

Two Day packages may rehearse either day of reservation.

Access to mansion and estate for bridal and engagement photo shoots is included with all bookings.

All packages begin at 10 am and end at 10pm with the exception of Sunday rentals (10 am-8pm)

Prices guaranteed for 7 days after initial tour.

Bookings require a 50% down payment with the remainder of invoice due 7 days before event.

Meeting Place Restaurant

Smaller rooms:

- Seating from 20-40
- Prices varies based on if it's after hours (3pm or later)
- \$200 and lower

Medium room:

- Seats around 125 people
- Prices varies based on if it's after hours (3pm or later)
- Prices varies on if you're eating or not
- Around \$300

Larger room:

- Seats around 400 people
- Price varies based on if it's after hours (3pm or later)
- Around \$400

Aldridge Hotel & Apartments

Banquet Room:

- \$400, all day rental until midnight
- Hourly is \$50 an hour, with minimum of 3 hours
- Both rentals require a \$150 refundable deposit

Rental Agreement - Outlook Web App, light version

Page 1 of 2

Microsoft
Outlook Web App

Type here to search Entire Mailbox

Mail

Reply Reply All Forward X Junk Close

Calendar

Contacts

Deleted Items

Drafts

Inbox

Junk E-Mail

Sent Items

Casting Crowns

Rental Agreement

This message was sent with High importance.

Sent: Monday, March 12, 2018 10:09 AM**To:****Attachments:**

Billy,

I have attached a copy of the rental agreement that we use for the Stipe Center rentals. The prices are as follows:

Conference Room \$50.00 per 3 hours

Gym \$50.00 per hour, \$300.00/day or night, \$450.00/2days

Dining Room \$30.00 per hour

The pools are as follows:

Stipe Pool \$90.00/2 hr. party (7-9pm)

Jeff Lee \$100.00/2hr. party (6-8pm or 7-9pm)

Wading Pools \$40.00/2 hr. party (komar 7-9pm all other wading pools are 4-6pm or 5-7pm)

All parties are scheduled through my office and are after hours. If you have any other questions please feel free to give me a call.

Thank you,

Shannon Webster
Administrative Assistant
Community Services
City of McAlester
918-421-4922



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Community Development
Prepared By: Jayme Clifton, Director
Date Prepared: March 21, 2018

Item Number: 3
Account Code:
Budgeted Amount:
Exhibits: 8

Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for the E 34' of Lot 11 and W 41' of Lot 12, Block 298, South McAlester, Pittsburg County, State of Oklahoma, from R-1B Single-family Residential District to R-2 Two-family Dwelling (duplex) District.

Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-family Residential District to R-2 Two-family Dwelling (duplex) District and authorizing the Mayor to sign the ordinance.

Discussion

The applicant is requesting a zoning change for the subject property from R-1B Single-family Residential District to R-2 Two-family Dwelling (duplex) District, for the purpose of utilizing the existing garage apartment. The McAlester Planning and Zoning Commission met on March 20, 2018 and voted unanimously (6 Yes 0 No) to recommend that the applicant's rezoning request be approved as presented.

The following documents are attached for your reference:

1. Draft Minutes of the March 20, 2018 Planning Commission Meeting
2. Draft Ordinance
3. Planning and Zoning Staff Report
4. Rezoning Request Application and Abstractor's Certificate
5. Area Zoning & Site Location Maps
6. Notice to Property Owners within 300 feet
7. Proof of Publication of Notice in Newspaper
8. Picture of Sign Posted on Property

Approved By

Initial

Date

Department Head

J. Clifton

03/21/2018

City Manager

P. Stasiak

PJS

4-5-18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR THE E 34' LOT 11 & W 41' LOT 12, BLOCK 298, SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, that:

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

Changing the classification of the zoning district for E 34' Lot 11 & W 41' Lot 12, Block 298, South McAlester, Pittsburg County, State of Oklahoma, from R-1B Single-family residential district to R-2 Two-family dwelling (duplex) district.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____ 2018.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

ATTEST:

By _____
John Browne, Mayor

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2018.

By _____
William J. Ervin, City Attorney

McAlester Planning Commission Minutes
Tuesday, March 20, 2018 Meeting
City Council Chambers
6:30 PM

DRAFT

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 p.m. Roll was called and a quorum was present.

Commissioners Present: 6

Chris Taylor	Frank Phillips	Susan Kanard	Karen Stobaugh
Mark Emmons	Justin Few		

Commissioners Absent: 5

Primus Moore	Tony Korp	Karl Scifres	Carl Gullick
Steve Cox			

Item 2 Approval of the Minutes from February 20, 2018

A motion made by Commissioner Phillips was seconded by Commissioner Stobaugh to approve the February 20, 2018 Regular Meeting Minutes. The vote was taken.

The vote was 6-0

AYE: Few, Emmons, Taylor, Phillips, Kanard, Stobaugh

NAY: None

The motion carried.

GENERAL BUSINESS:

Item 3 Public Hearing: Discussion and action on P.C. #412, a request to rezone E 34' Lot 11 & W 41' Lot 12, Block 298, South McAlester, Pittsburg County, State of Oklahoma, located at 349 E Washington Avenue, from R-1B single-family residential district to R-2 two-family dwelling district.

Chairman Emmons opened the item for public hearing at 6:32 P.M. Jayme Clifton, Community Development Director, reiterated the staff report contents explaining the rezoning request. Mrs. Clifton stated that this property previously had a use permit after review that allowed for a bed and breakfast. She also included that a two-family use seemed to be a lower intensity than a bed and breakfast use. Staff recommended the approval of the application. Chairman Emmons asked if anyone else for or against the application wished to speak. Ralf and Diana See, of 346 E Adams Avenue, were present and requested a clarification of the use that was being proposed. Mrs. Clifton explained she understood the applicants wanted to reside in the two-story house and renovate the garage apartment as a rental property. There were no other comments.

Chairman Emmons closed the public hearing at 6:36 P.M. Commissioner Stobaugh motioned to approve the application to rezone the property from an R-1B single-family dwelling to R-2 two-family dwelling district, and Commissioner Kanard seconded the motion. Chairman Emmons asked for discussion by the Commission. Commissioner Phillips inquired about the building permit and codes. Mrs. Clifton briefly discussed permits, codes and inspection processes. There were no other questions or comments. Commissioner Emmons closed discussion on the matter at 6:38 P.M. Roll was called.

The vote was 6-0

AYE: Emmons, Few, Kanard, Taylor, Phillips, Stobaugh

NAY: None

The motion carried

Item 4 New Business

There was no new business.

Item 5 Staff Report

Mrs. Clifton gave a reminder of the upcoming Planning Commission and Board of Adjustment Workshop hosted by Oklahoma Municipal League. She also noted the next Comprehensive Plan meetings are slated for June and a date would be announced as soon as it was known.

Item 6 Commission Reports

Chairman Emmons commented on the previous TIFF Meeting for the downtown area that he attended and stated that they did not have a quorum and were unable to incorporate and action on any discussion present at that particular meeting.

Item 7 Adjournment

A motion made by Commissioner Taylor was seconded by Commissioner Stobaugh to adjourn the meeting at 6:40 p.m. There was no objection.

The vote was 6-0

AYE: Kanard, Emmons, Stobaugh, Few, Taylor, Phillips

NAY: None

The motion carried.

Approved:

Planning Commission Chairman

Date



City of McAlester

Community Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

PLANNING COMMISSION STAFF REPORT- PC Case #412 March 20, 2018

To: McAlester Planning Commission
From: Jayme Clifton, Community Development Director
Samantha Perry, Planning Technician/Executive Assistant
Date: March 13, 2018

Case: PC #412 Request to Rezone

Applicant: Blake and Amanda Lynch
Zoning District: R-1B Single-family District
Location: 349 E Washington Avenue, McAlester, OK
Legal Description: E 34' Lot 11 & W 41' Lot 12, Block 298, South McAlester

General Description:

Applicant is requesting change in zoning from R-1B Single-family District to R-2 Two-family District.

General Notifications:

Posting of Sign on Property	March 2, 2018
Publication in McAlester News Capital	March 4, 2018

Notification to Property Owners within 300 Feet:

Property Owners within 300 feet	30 (<i>Mailed on March 2, 2017</i>)
Notification receipts received	24
Notification Returned Unclaimed	1
Notifications Still Out	5

Attachments:

Application
Plat of Survey
Abstractor's Certificate
Site Location Map
Area of Request Map with Area Zoning Shown
Notice to Property Owners within 300 feet
Affidavit of Publication
Picture of Sign Posted on Property

Jayme Clifton - Director
Extension 4951

Samantha Perry - Executive Assistant/Planning Tech.
Extension 4984

Tabetha Howell - Code Enforcement
Extension 4986

George Estrada - Building/Plumbing/Electrical Inspector
Extension 4985

Jim Roberts - Electrical/Mechanical Inspector
Extension 4987

Kelby Adams - Mechanical Inspector
Extension 4987

Background Information:

The applicants, Blake and Amanda Lynch, are requesting a change in zoning from R-1B Single-family District to R-2 Two-family District for the property at 349 E. Washington. The property includes a two-story primary structure and a two-story accessory structure on a 12,300 square foot lot. The accessory structure includes an upstairs garage apartment. Mr. Lynch desires to obtain a building permit to improve the accessory structure and utilize the garage apartment as a separate dwelling.

Sec. 62-1. Definitions.

Garage apartment means a dwelling unit for one family erected above or attached to a private garage within an appropriate residential district.

Sec. 62-188. Uses of structures.

If a lawful use of a structure, or of a structure and premises in combination exists at the effective date of adoption or amendment of the ordinance from which this article is derived that would not be allowed in the district under the terms of this article, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No existing structure devoted to a use not permitted by this article in the district in which it is located shall be enlarged, ex-tended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located; except in the case of an existing nonconforming single-family dwelling, the existing dwelling may be enlarged or extended no more than 25 percent of its square footage of area at the effective date of the ordinance from which this article is derived.

Sec. 62-256. R-1B single-family residential district.

- (a) *General description.* The R-1B single-family residential district is established as a district in which the use of land is for single-family dwellings, yet providing for a somewhat higher density with basic restrictions similar to the R-1A single family residential district. The development and continued use of this land for residential dwellings is encouraged and the encroachment of commercial and industrial use or any other use which would substantially interfere with the development of or continuation of this district as residential is prohibited. Any use which would generate traffic or create congestion on neighborhood streets other than normal traffic which serves the residences on the street is discouraged. Encouraged are those uses, which, because of character or size would not create additional requirements and costs for public services, which are in excess of such requirements and costs if the district were developed solely for residential dwellings.

(b) *Uses permitted.*

- (1) Single-family dwellings.
- (2) Public parks or playgrounds.
- (3) Accessory buildings, including private garages, and uses customarily incidental to the primary use.
- (4) Elementary, junior or senior high school; or other schools, provided they have major street frontage as shown on the major street plan.
- (5) Home occupations, as defined and regulated by this article.
- (6) Church, provided it has major street frontage as shown on the major street plan, and meets the minimum lot a

Sec. 62-258. R-2 two-family dwelling (duplex) district.

- (a) *General description.* This is a residential district to provide for a slightly higher population density, but with basic restrictions similar to the R-1A and R-1B districts. The principal use of land is for single-family and two family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through the consideration of the proper functional relationship and arrangement of each element.
- (b) *Uses permitted.*
- (1) Single-family dwellings.
 - (2) Two-family (duplex) residential dwellings.
 - (3) Public parks or playgrounds.
 - (4) Accessory buildings, including private garages, and uses customarily incidental to the primary use.
 - (5) Elementary, junior or senior high school; or other schools offering general education courses as generally offered in public schools, provided they have major street frontage as shown on the major street plan.
 - (6) Home occupations, as defined and regulated by this article.
 - (7) Church, provided it has major street frontage as shown on the major street plan, and meets the minimum lot area
- (d) *Area regulations.*
- (1) Minimum lot area and use intensity. The following requirements shall apply:
 - a. For each single-family dwelling and accessory building, there shall be a lot area of no less than 6,000 square feet.
 - b. For each two-family dwelling (duplex) and accessory building, there shall be a lot area of no less than 8,000 square feet.
 - c. A garage apartment located on the same lot with a single-family dwelling shall have the same area requirements as a two-family dwelling. In all other cases, a garage apartment shall be provided with the same lot area required by a single-family dwelling.

(Note: The Zoning Ordinance does not designate a minimum lot area for rezoning to the R-2 two-family dwelling district.)

Spot Zoning had been defined to this commission previously as arbitrary zoning or rezoning of a small tract of land: (1) for a land use that is markedly or substantially different in intensity or use from the zoned land use in the surrounding area; (2) which provides the property owner seeking the rezoning with a private benefit not off-set by a public benefit, or even a private benefit that is detrimental to the surrounding area; and (3) is inconsistent or out of harmony with the community's comprehensive plan.

Staff Analysis:

It's estimated by staff, according to utility records, the garage apartment has been vacant since late 2014. The garage apartment is a non-conforming use in the R-1B single-family residential district and a building permit cannot be issued at this time. The lot is adequate in size to accommodate both structures with the minimum lot area required of the R-2 two-family dwelling district. A minimum lot area is not required for rezoning to the R-2 two-family dwelling district.

The rezoning would not be markedly or substantially different in intensity or use for the surrounding area from the R-1B single-family zoning. In February 2004, the City Council approved a Use Permitted After Review for a bed and breakfast at 349 E Washington Avenue following the recommendation by the Planning Commission. With the surrounding area and similar uses in mind it does not seem a rezoning would be contrary to the interest of surrounding property owners.

Staff Recommendation:

Staff recommends the approval of the applicants request to rezone the property described from the R-1B single family residential district to the R-2 two-family dwelling district.

Appeal Language if Rezoning Request Not Approved by Planning Commission

Sec. 62-129 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY	
<p>- CITY OF McALESTER, OKLAHOMA -</p> <p>APPLICATION FOR ZONING, REDISTRICTING AND PERMISSIVE USE</p>	
DATE _____	APPLICATION NUMBER _____
A filing fee of _____ has been paid.	

PROCEDURE

1. I, (we), the undersigned, being owners of the following described property, do hereby respectfully make application to the McAlester Planning Commission and the City Council to rezone the property as described below:

LEGAL DESCRIPTION: E 34' of Lot 11 E W 41' of
Lot 12 Block 298

LOCATION OR ADDRESS OF PROPERTY: 349 E Washington

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

<u>NAME</u>	<u>ADDRESS</u>
A. <u>Blake & Amanda Lynch</u>	<u>Po Box 396 McAlester</u>
B. _____	<u>OK 74502</u>
C. _____	_____
D. _____	_____

2. IT IS REQUESTED THAT THE DESCRIBED PROPERTY BE REZONED:

FROM: R-1B TO: R-2

FRONTAGE IN FEET:

75'

DEPTH IN FEET:

164'

TOTAL SQUARE FEET:

12,300 ft²

(Commercial rezoning request requires a minimum of 50,000 square feet.)

2. The applicant must attach the names and addresses of the owners of record within 300 feet of the exterior boundaries of the property obtained from an abstractor or other qualified persons.

Signature of Applicant(s)

Address (include zip code)

Telephone #

[Signature]

PO Box 316
McAlester OK 74502

580490 1292

1. The following information is required for permit on review, otherwise this additional information is requested but not required.

PROPOSED USE TO BE:

Garage Apartment

ATTACH A PLOT PLAN FOR ALL BUILDINGS PROPOSED TO BE CONSTRUCTED.

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	_____ ft.	_____ ft.
b. Side Yard Set-Back	_____ ft.	_____ ft.
c. Rear Yard Set-Back	_____ ft.	_____ ft.
d. Building Height	_____ ft.	_____ ft.
e. Number Off-Street Parking Spaces	_____	_____
f. Type of Parking Surface	_____	_____
g. Percent of Lot area Covered	_____	_____

5. PUBLIC UTILITIES WHICH SERVE THE PROPERTY ARE: ☒ (Approval of City Engineer)

a. Street Name _____	Easement Width _____
Surface Width _____	Surface Type _____
b. Storm Sewer Size _____	c. Sanitary Sewer Size _____
d. Water Main Size _____	e. Septic System _____

* Property is already serviced by water, sewer, gas, and electric. ~~It~~ Garage apartment was occupied until approximately 2 yrs ago.

MORTGAGE INSPECTION CERTIFICATE

PREPARED BY: MILLIGAN LAND SURVEYING PLLC

C.A. 5298 (PLS) exp 06/30/2019

216 Peaceable Ridge, McALESTER, OK 74501

Cell 918-429-5999 Fax 918-423-7761

FOR: LIBERTY ABSTRACT AND TITLE CO.

P.O. BOX 1347

McALESTER, OK 74502

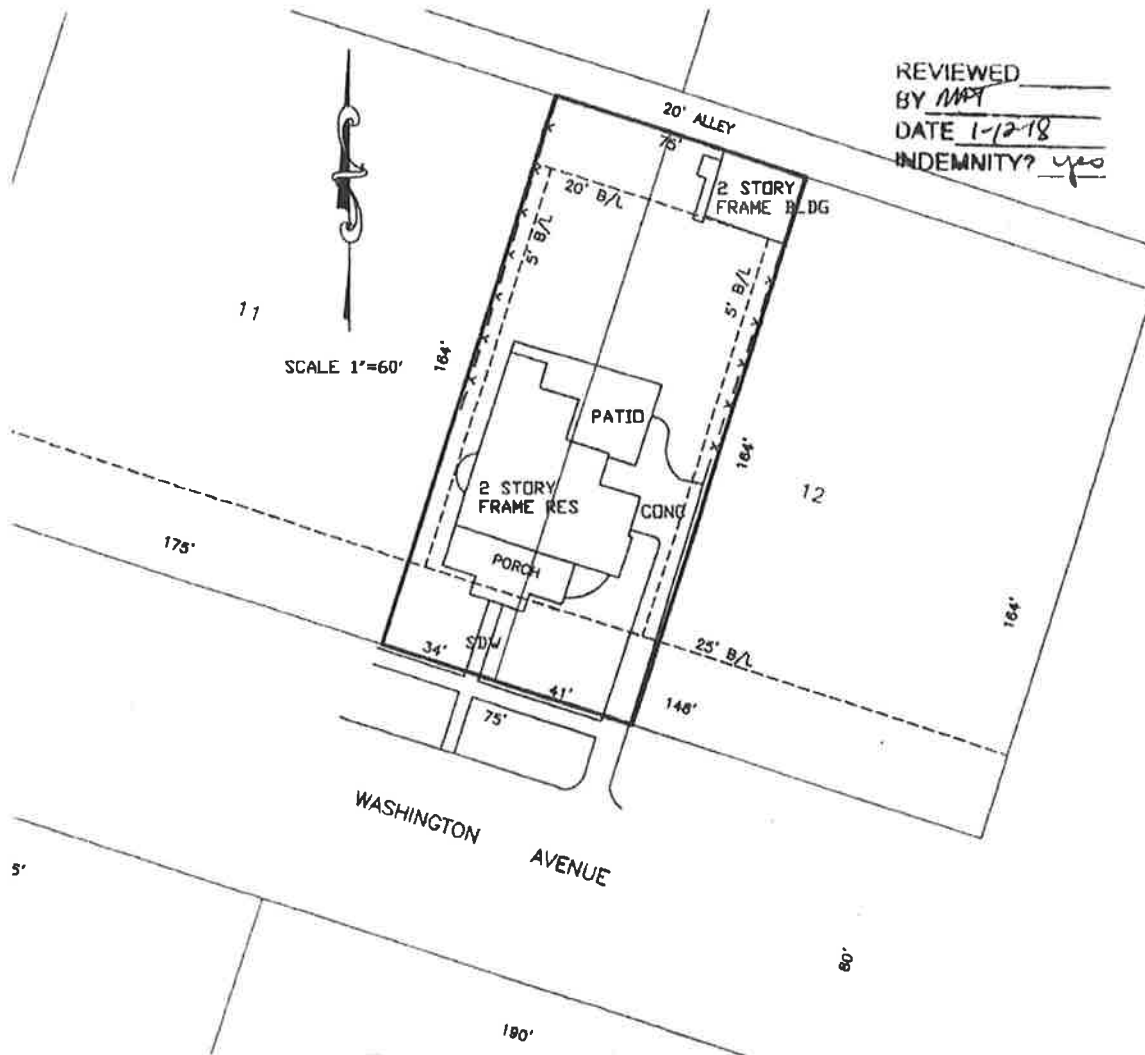
ADDRESS: 349 E WASHINGTON,

McALESTER, OK 74501

BLAKE LYNCH
AMANDA LYNCH

FIRST NATIONAL BANK AND TRUST CO.

OLD REPUBLIC NATIONAL
TITLE INSURANCE CO.



LEGAL DESCRIPTION AS PROVIDED

THE WESTERLY 41 FEET OF LOT 12 AND THE EASTERLY 34 FEET OF LOT 11, IN BLOCK 298 IN THE CITY OF McALESTER, FORMERLY SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

I herby certify that the above Mortgage Inspection Plat shows the improvements as located on the premises described, that they are entirely within the described tract boundaries, and that there are no encroachments thereon except as indicated; that the above plat shows all recorded pat easements and other such easements as have been disclosed and furnished by the lender; that this plat prepared for identification purposes only for the Mortgagee stated above and is not a land or boundary survey; that no property corners were set, and it is not to be used or relied upon for the establishment of fence, building or other improvement lines. No responsibility is assumed herein or hereby to the present or future land owner or occupant.

Witness my hand and seal this 29TH day of DECEMBER, 2017

WILL MILLIGAN PLS 1661

Community & Economic
Development Department

FEB 28 2018

Received

PIONEER ABSTRACT COMPANY

Of McAlester, Inc.
101 E. Carl Albert Pkwy.
McAlester, Oklahoma 74501
918-423-0817

CERTIFICATE

The Easterly 34 feet of Lot 11 and the Westerly 41 feet of Lot 12, in Block 298, City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

I, Jami Hatridge, of PIONEER ABSTRACT COMPANY of McAlester, Inc., Bonded and Licensed Abstractor, hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

ABSTRACTOR'S NOTE: We have checked the records pertaining to the above described real estate and have recorded our findings as requested. We have exercised due care in preparing this report; however, we assume no liability on our abstractor's bond for the correctness of information furnished or interpretation of any instrument filed of record.

Dated this 26th day of February, 2018.



**JAMI HATRIDGE, Bonded Abstractor
PIONEER ABSTRACT COMPANY
Of McAlester, Inc.**

Subscribed and sworn to before me this 26th day of February, 2018.

My commission expires:

2-28-22
02003696


Notary Public

Order No. 2245-18 sc

RECORD OWNER**LEGAL DESCRIPTION OF PROPERTY**

Ardeneum of Oklahoma
Charitable and Educational
Foundation Inc.
345 East Adams
McAlester, Oklahoma 74501

Lots 1 and 2 and the Easterly 19 feet of Lot 3
and the Easterly 19 feet of Lot 12 and all of Lots
13 and 14, in Block 273, South McAlester, and
the Westerly 20 feet of Fifth Street lying adjacent
thereto and the Southerly 35 feet of Jefferson
Avenue adjacent to Lots 1, 2 and 3, South
McAlester.

James Herron
Brittany Herron
337 East Adams
McAlester, Oklahoma 74501

Westerly 81 feet of Lot 3 and the Westerly 81
feet of Lot 12, in Block 273, South McAlester.

Billy Bryant Wright
Carolyn Routh Wright
502 East Adams
McAlester, Oklahoma 74501

Westerly 135 feet of Lot 3, in Block 297, South
McAlester.

Jared C. Hitchcock
501 East Washington
McAlester, Oklahoma 74501

Westerly 90 feet of Lot 4, in Block 297, South
McAlester.

Brian Engleman
Lerena Engleman
P.O. Box 721
McAlester, Oklahoma 74502

Northerly 90 feet of the Westerly 35 feet of the
Easterly 100 feet of Lot 1, in Block 298, South
McAlester.

Christina Turcotte
Quinton Wilson
317 North 5th Street
McAlester, Oklahoma 74501

Southerly 74 feet of the Easterly 115 feet of Lot
1, in Block 298, South McAlester.

William L. Murdock
Linda Murdock
P.O Box 368
McAlester, Oklahoma 74502

Easterly 65 feet of the Northerly 90 feet of Lot 1,
in Block 298, South McAlester.

Ralf Michael See
346 East Adams
McAlester, Oklahoma 74501

Part of Lot 1, in Block 298, South McAlester,
described as:
Beginning at a point on the North Line of Lot 1 a
distance of 100 feet West from the Northeast
Corner of Lot 1;
Thence Southerly parallel to the East Line of said
Lot a distance of 90 feet;
Thence Westerly parallel to the North Line of said
Lot a distance of 15 feet;
Thence Southerly parallel to the East Line a
distance of 74 feet to the South Line of Lot 1;
Thence Westerly along the South Line a distance
of 20 feet;
Thence Northerly parallel to the East Line a
distance of 164 feet to the North Line of said Lot;
Thence Easterly a distance of 35 feet to the point
of beginning.

Frances E. Volock
344 East Adams
McAlester, Oklahoma 74501

Part of Lots 1 and 2, in Block 298, South
McAlester, described as:
Beginning in the North Line of Lot 1 a distance of
135 feet Westerly from the Northeast Corner;
Thence Southerly and parallel with the Easterly
Line a distance of 164 feet to the South Line;
Thence Westerly along the South Line of Lots 1
and 2 a distance of 55 feet;
Thence Northerly and parallel with the East Line
a distance of 50 feet;
Thence Easterly and parallel with the North Line
of Lots 2 and 1 a distance of 20 feet;
Thence Northerly and parallel with the East Line
of Lot 1 to the North Line of Lot 2;
Thence Easterly along the North Line of Lots 2
and 1 a distance of 35 feet to the point of
beginning.

Adrian L. Wilson
Carolyn S. Rex
342 East Adams
McAlester, Oklahoma 74501

Easterly 31 feet of the Westerly 131 feet of Lot 2
and the Northerly 114 feet of the Westerly 20
feet of the Easterly 44 feet of Lot 2, in Block 298,
South McAlester.

All Saints Episcopal Church
325 East Washington
McAlester, Oklahoma 74501

Easterly 50 feet of the Westerly 100 feet of Lot 2,
in Block 298, South McAlester.

Protestant Episcopal Church
328 East Adams
McAlester, Oklahoma 74501

Westerly 50 feet of Lot 2, in Block 298, South
McAlester.

First National Development Corp.
P.O. Box 948
McAlester, Oklahoma 74502

Westerly 75 feet of Lot 3, in Block 298, South
McAlester.

William Daniel Mitchell
Cheryl J. Mitchell
324 East Adams
McAlester, Oklahoma 74501

Easterly 85 feet of Lot 3, in Block 298, South
McAlester.

All Saints Episcopal Church
325 East Washington
McAlester, Oklahoma 74501

Easterly 75 feet of Lot 9 and All of Lot 10 and the
Westerly 42 feet of Lot 11, in Block 298, South
McAlester.

Episcopal Diocese of Oklahoma Inc
924 North Robinson
Oklahoma City, Oklahoma 73102

Westerly 57 feet of the Easterly 91 feet of Lot 11,
in Block 298, South McAlester.

All Saints Episcopal Church
P.O. Box 534
McAlester, Oklahoma 74502

Easterly 42 feet of the Westerly 84 feet of Lot 11,
in Block 298, South McAlester.

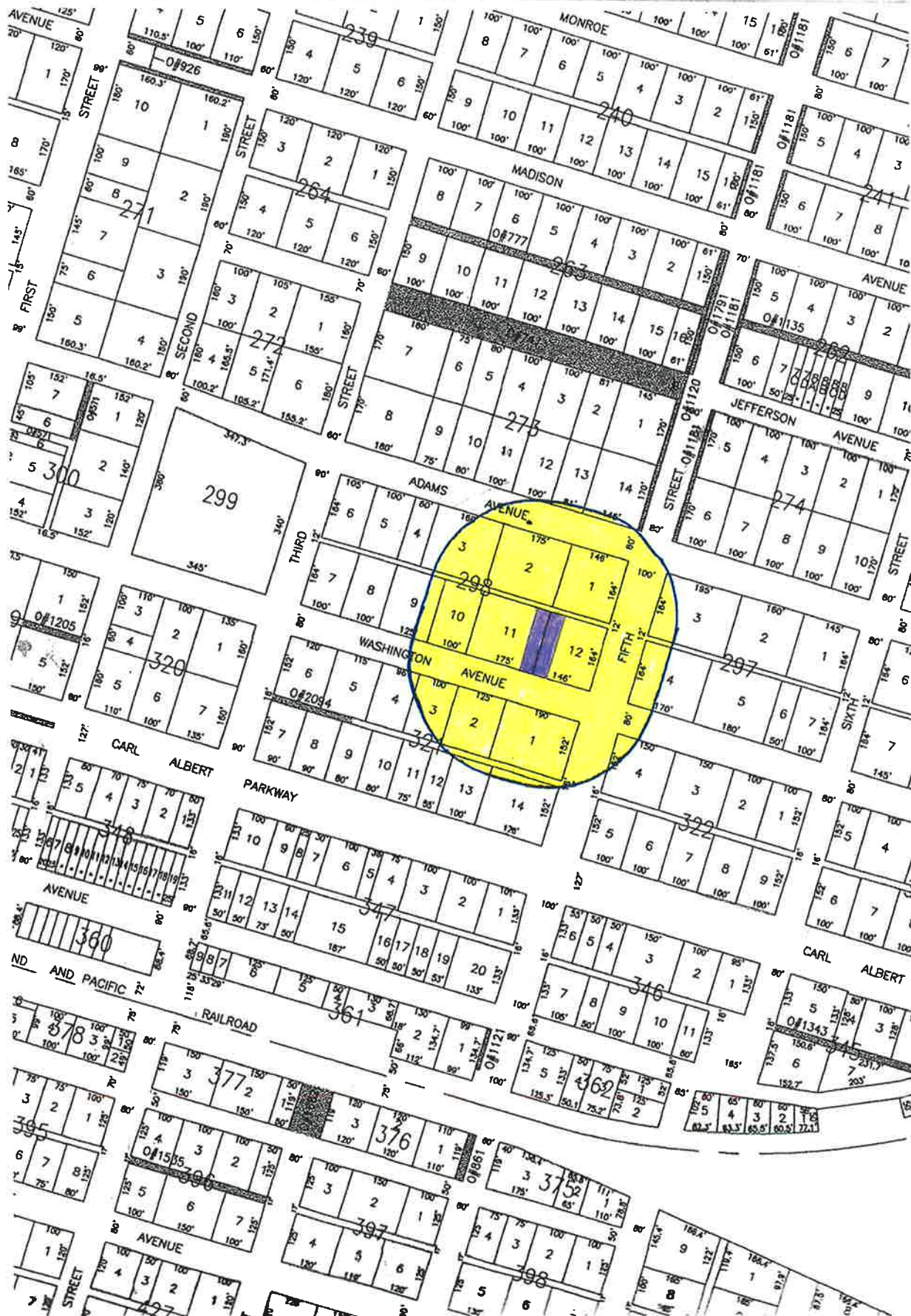
Adam T. Gronwald
Rachel Gronwald
349 East Washington
McAlester, Oklahoma 74501

Easterly 34 feet of Lot 11 and the Westerly 41
feet of Lot 12, in Block 298, South McAlester.

Linda K. Holderfield
31649 West Liberty Road
Quinton, Oklahoma 74561

Westerly 55 feet of the Easterly 105 feet of Lot
12, in Block 298, South McAlester.

Cynthia Ann Ury 355 East Washington McAlester, Oklahoma 74501	Southerly 75 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Shawn Robert Ury 11211 Paralso Bluff Boerne, Texas 78006	¼ Interest in Transfer on Death Deed – Southerly 75 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Eric James Ury 8341 Woodbend Drive Oklahoma City, Oklahoma 73135	¼ Interest in Transfer on Death Deed – Southerly 75 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Kirk Anthony Uri 12700 Southeast 104 th Oklahoma City, Oklahoma 73165	¼ Interest in Transfer on Death Deed – Southerly 75 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Brandon Troy Ury 1440 Carrollton Parkway–Apt. 15302 Carrollton, Texas 75010	¼ Interest in Transfer on Death Deed – Southerly 75 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Mike Kirk Lisa Kirk 30 East Choctaw McAlester, Oklahoma 74501	Northerly 89 feet of the Easterly 50 feet of Lot 12, in Block 298, South McAlester.
Walter Ross Eaton 325 East Washington McAlester, Oklahoma 74501	Northerly 102 feet of the Easterly 45 feet of Lot 1, in Block 321, South McAlester.
Jeff Duff and Laura Duff Family Revocable Trust P.O. Box 1770 McAlester, Oklahoma 74502	The Southerly 50 feet of the Easterly 45 feet of Lot 1, in Block 321, South McAlester.
Catholic Church P.O. Box 220 McAlester, Oklahoma 74502	Westerly 145 feet of Lot 1 and All of Lots 2, 3, 4 and 5, in Block 321, South McAlester.
Gene Stipe P.O. Box 1132 McAlester, Oklahoma 74502	Easterly 7.5 feet of Lot 11 and All of Lot 12, in Block 321, South McAlester.
Harper Uselton & Maxcey LLP P.O. Box 1368 McAlester, Oklahoma 74502	Lots 13 and 14, in Block 321, South McAlester.
U.S. Postal Service P.O. Box 667160 Dallas, Texas 75266	Westerly 20 feet of Lot 2 and All of Lots 3 and 4, in Block 322, South McAlester.
City of McAlester McAlester, Oklahoma	Easements, Alleys, Public Ways.
Pittsburg County Board of County Commissioners	Easements, Alleys, Public Ways.



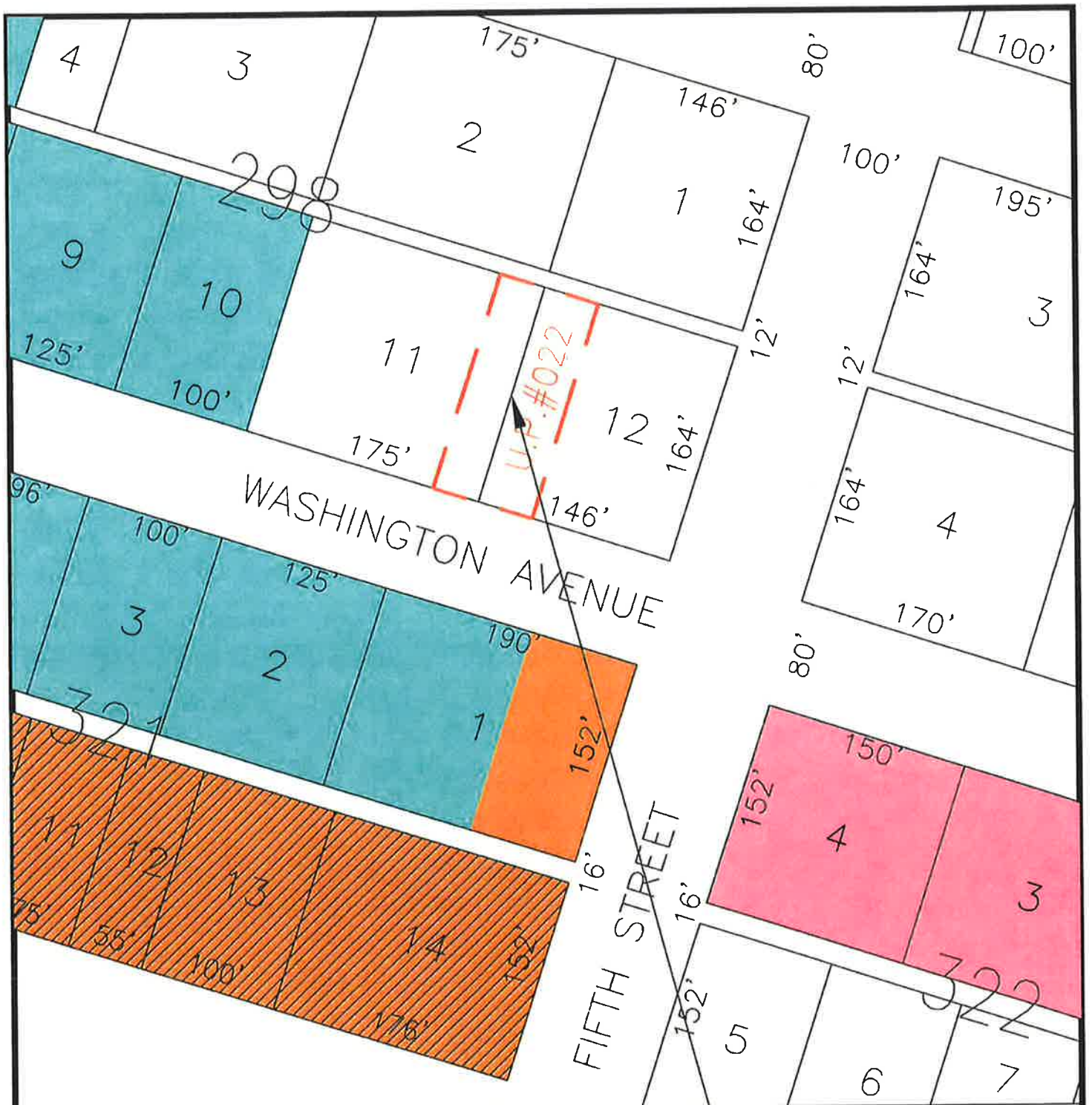


SITE LOCATION

SCALE: 1" = 100'



Prepared By:
**City of McAlester
Engineering Department**



AREA OF REQUEST

A-1		C-3	
R-1a		C-4	
R-1B		C-5	
R-2		H-1	
R-3		I-1	
C-1		I-2	
C-2			



SCALE: 1"=100'



Prepared By:
City of McAlester
Engineering Department



City of McAlester
Community Development

1st & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

March 1, 2018

RE: P.C. Case #412

Dear Property Owner:

An application requesting the rezoning of the following described property from R-1B Single-family District to R-2 Two-family District has been filed with the Community and Economic Development Department of the City of McAlester:

LOCATION: 349 E Washington Avenue, McAlester, Oklahoma

LEGAL: E 34' Lot 11 & W 41' Lot 12, Block 298, South McAlester

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, March 20, 2018 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, March 13, 2018.

Please be advised that if the Tuesday, March 20, 2018 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc.; the March 20, 2018 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the March 20th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, April 17, 2018 McAlester Planning Commission meeting at 6:30 p.m.

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Public Hearing.

Sincerely,

Jayme Clifton
Community Development Director

Attachment(s): Area of Request and Site Location Maps

cc: John Browne, Mayor
Weldon Smith, 1st Ward Councilman
Mark Emmons, Planning Commission Chairman

AFFP

349 E Washing REZON \$40.75

McAlester News-Capital

Affidavit of Publication

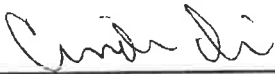
STATE OF OKLAHOMA }
COUNTY OF PITTSBURG } SS

I, Cindi Irvin, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of McAlester News-Capital, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the city of McAlester, for the county of Pittsburg, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

March 04, 2018

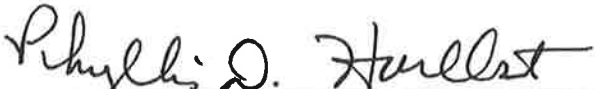
That said newspaper was regularly issued and circulated on those dates.

SIGNED:

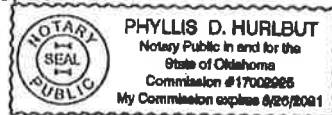


Sales Representative

Subscribed to and sworn to me this 4th day of March 2018.


Phyllis D. Hurlbut, Notary, Pittsburg County, Oklahoma

My commission expires: March 26, 2021



03100051 00020361

MCALESTER, CITY OF (LI)
PO Box 578
MCALESTER, OK 74502

(Published in the McAlester News-Capital on March 4th, 2018.)

CITY OF MCALESTE

NOTICE OF HEARING ON REZONING

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Tuesday, March 20, 2018 at 6:30 p.m. concerning a rezoning application filed for the following described property:

LOCATION: 349 E Washington Avenue, McAlester, Oklahoma

LEGAL: E 34' Lot 11 & W 41' Lot 12, Block 298, South McAlester

PROPOSED CHANGE: From: R-1B Single-family District
To: R-2 Two-family District

Any person wishing to appear in support or opposition to the proposed rezoning may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Tuesday, March 20, 2018 Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc., the March 20, 2018 Planning Commission Meeting will be adjourned to be continued to a new specific date and time as announced at the March 20th meeting to conduct the above Public Hearing or the Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, April 17, 2018 McAlester Planning Commission meeting at 6:30 p.m.

Date: 3-1-18

/S/Cora Middleton, City Clerk



RE-ZONING NOTICE
THIS PROPERTY IS THE SUBJECT
OF A RE-ZONING
R/
For Mo
See
To

03/02/2018 16:27



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Finance
Prepared By: Toni Ervin
Date Prepared: April 2, 2018

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, declaring certain equipment surplus property in accordance with the Code of Ordinances Sec 2-410 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-411.

Recommendation

Motion to declare certain equipment surplus property and authorize the sale of said equipment.

Discussion

The City of McAlester currently has equipment that is no longer in service either due to them being worn out and unsafe to use or because they are no longer in use.
See attached list for all Equipment requested to be declared surplus and disposed of:

Approved By

Department Head

City Manager

P. Stasiak

Initial
TE

PJS

Date

4-2-2018

4-5-18

SURPLUS LISTING - VEHICLES AND EQUIPMENT

ITEM	VEHICLE IDENTIFICATION #	DEPT	ASSET NUMBER	EXPLANATION
1984 JOHN DEERE TRACTOR 2150	LO2150G463345	PARKS	N/A	NO LONGER IN USE
1990 VERMEER CHIPPER 1250BC	1VRC14135L1001752	PARKS	102380	WORN OUT
2002 PHOENIX ULV FOGGER 1800	821160201 OR 321160201	PARKS	100440	WORN OUT
2009 BUSH WACKER 7' BRUSH HOG	ST-8410	PARKS	100890	NO LONGER IN USE
GRACO ROAD LAZER STRIPER	A377	TRAFFIC CONTROL	100410	NO LONGER IN USE
FIELD RETROREFLECTOMETER	MODEL 922 S/N GA0479	TRAFFIC CONTROL	104785	NO LONGER IN USE
ALUMINUM TRAFFIC LIGHT POLES			N/A	NO LONGER IN USE
ALUMINUM TRAFFIC LIGHT SIGNALS			N/A	NO LONGER IN USE
TRAFFIC CROSS WALK SIGNALS			N/A	NO LONGER IN USE
TRAFFIC CONTROLLERS			N/A	NO LONGER IN USE



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018 Item Number: 5
Department: _____
Prepared By: Robert Vaughan, Account Code: _____
Infrastructure Solutions
Date Prepared: Group, LLC Budgeted Amount: _____
April 3, 2018 Exhibits: 3

Subject

Consider and act upon, accepting the bid amount of \$149,650 from SMC Utility Construction and authorizing the Mayor to sign the Notice of Award for the 2017 CDBG Water Improvements Project.

Recommendation

The recommendation is to accept the bid from SMC Utility Construction and authorizing the Mayor to sign the Notice of Award for the 2017 CDBG Water Improvements Project.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	D. Horinek	11/6/17
City Manager	P. Stasiak <u>PJS</u>	<u>4-5-18</u>



April 2, 2018

City of McAlester
Attn: Dalton Carlton
28 E Washington
McAlester, OK 74501

Re: 2017 CDBG Water Improvements
City of McAlester
Letter of Recommendation; Notice of Award

Dear Mr. Carlton:

The above referenced project was bid at 2:00 p.m., on March 27, 2018 at the McAlester City Hall. Seven (7) contractors had received plans and specifications for this project and Four (4) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. SMC Utility Construction was the apparent low bidder with a bid of \$149,650.00.

We recommend that the City of McAlester award the contract to SMC Utility Construction in the amount of \$149,650.00.

Enclosed please find two (2) copies of the Notice of Award. Please place approval of the Notice of Award on the agenda of your next meeting. Upon approval please sign both copies of the Notice of Award and return to our offices for further processing. We will get the required bonds and insurance from the contractor and will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Robert Vaughan, P.E.
Branch Manager

RV/dv
Enclosure
Project No. MC-17-08

cc w/enclosure: Millie Vance, Grant Administrator

Oklahoma Department of Commerce CDBG Programs Grantee Debarment Review and Certification

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds **before any contract award is executed**. These reviews shall be conducted by using the **System for Award Management (SAM)** website, www.sam.gov, to **determine if the potential contractor is excluded from receiving Federal contracts by using the QUICK SEARCH tool with the DUNS number for that entity; Save/Print the results**. Complete this form and attach the SAM results along with the Notice of Award and Contractor's Certification form from the Bid/Proposal documents.

CDBG Grantee Name and Project Type	2017 CDBG Water Project Heavy Construction			CDBG Contract Number	17033 CDBG 17
*Contractor	SMC Utility Construction				
Address	8405 SW 15th			Phone	405-417-9620
City	Oklahoma City	State	OK	Zip Code	73128
Contractor's DUNS Number	03-069-5209				
Debarment Review Completed By				Millie Vance	
Title of Reviewer				Admin., Consultant	
Reviewer's Organization				Millie Vance Inc.	
Chief Elected Official				John Browne	
Title of Chief Elected Official				Mayor	

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

Signature of Reviewer

Date

Signature of Chief Elected Official

Date

Please upload this document along with other required documentation into OK-Grants "Release of Funds" and submit using the Notice of Award status. Keep the originals in the CDBG project file.

*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and **must be registered** in the SAM.gov system.

NOTICE OF CONTRACT AWARD

TO: SMC Utility Construction
8405 SW 15th
Oklahoma City, OK 73128
Phone#: 405-417-9620
Duns #: 03-069-5209
FEI #: 48-D833928

CDBG Contract No. 17033 CDBG 17
Project Description: 2017 CDBG Water Project
Wage Rate Dec. # OK180035
Mod # 0 Date 01/05/2018

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated March 4, 2018 and March 11, 2018 and in the Information for Bidders, and opened on March 27, 2018. You are hereby notified that your bid has been accepted for bid items in the amount of \$ 149,650.00. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2018.

Name of Grantee: City of McAlester

Signature of Authorized Official: _____

Typed Name & Title: John Browne, Mayor

C. Contractor Information:

1. Type of Trade: ☐ Construction ☐ Other Service (_____)
2. Business Ownership: ☐ Black or African Americans; ☐ Asians, Hispanics, or Latinos; ☐ American Indian or Alaskan Natives; ☐ Native Hawaiian or Other Pacific Islanders; ☒ Whites.
3. Minority/Women Owned Business: Yes ☐ No ☐
4. Section 3 Contractor: Yes ☐ No ☐

Acknowledged by: _____ Date: _____
(Contractor Signature and Title)

****Contractor Debarment Review Certification Form and Grantee Debarment Review and Certification Form MUST be attached with this Notice of Contract Award******

Notice of Award Instructions

- Section A. Contractor Information: **Must include all of the Following or this form will be returned.** Enter the name, address and phone number of the construction contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number, DUNS Number, Approved Davis Bacon Wage Rate Decision(s).
- Section B. Acceptance of Bid: Enter the dates of both Bid Advertisements. Enter the date of the bid opening and the amount of the contractor's bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Name of Grantee". Obtain the signature of the Authorized Official of the CDBG grantee on the line beside "Signature of Authorized Official". Type the Name and Title of the Authorized Official.
- Section C: Contractor Information:
1. Type of Trade: Check beside appropriate trade for contractor.
 2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.
 3. Check yes or no for minority/women-owned business. (A minority/women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
 4. Section 3 Contractor: Contracts of more than \$100,000 require the construction contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

The completed Notice of Contract Award, the Contractor Review Certification and the Grantee Debarment Review and Certification forms must be uploaded into the OKGrants system in the Release of Funds Section.

City of McAlester
2017 CDBG Water Project
Tuesday, March 27, 2018 @ 2:00 pm
BID TABULATION

BASE BID				SMC Utility Construction 8405 SW 15th Oklahoma City, OK 73128		W. Brown Enterprises 2905 N. 1st Ave. Durant, OK 74701		KATCON, Inc 1047 Collins Road McAlester, OK 74501		Goins Enterprises, Inc. 3255 N. County Lane 252 Joplin, MO 64801	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6-inch PVC C900 DR14 Water Main	2,330	LF	\$ 15.00	\$ 34,950.00	\$ 25.00	\$ 58,250.00	\$ 29.10	\$ 67,803.00	\$ 55.00	\$ 128,150.00
2	6-inch Gate Valve	7	Each	\$ 1,500.00	\$ 10,500.00	\$ 1,400.00	\$ 9,800.00	\$ 1,090.00	\$ 7,630.00	\$ 1,200.00	\$ 8,400.00
3	6-inch HDPE DR11 Water Main (Bored)	235	LF	\$ 60.00	\$ 14,100.00	\$ 100.00	\$ 23,500.00	\$ 130.00	\$ 30,550.00	\$ 75.00	\$ 17,625.00
4	24X6 Tapping Tee	2	Each	\$ 6,000.00	\$ 12,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,350.00	\$ 8,700.00	\$ 5,000.00	\$ 10,000.00
5	Connect New 6-inch to Existing 6-inch Water Main	5	Each	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00	\$ 12,500.00	\$ 3,482.00	\$ 17,410.00	\$ 3,000.00	\$ 15,000.00
6	New Fire Hydrant Assembly	5	Each	\$ 3,000.00	\$ 15,000.00	\$ 3,500.00	\$ 17,500.00	\$ 4,900.00	\$ 24,500.00	\$ 4,500.00	\$ 22,500.00
7	Remove Old Fire Hydrant	4	Each	\$ 200.00	\$ 800.00	\$ 800.00	\$ 3,200.00	\$ 820.00	\$ 3,280.00	\$ 250.00	\$ 1,000.00
8	Cut & Plug Old Water Main	6	Each	\$ 400.00	\$ 2,400.00	\$ 1,000.00	\$ 6,000.00	\$ 595.00	\$ 3,570.00	\$ 2,000.00	\$ 12,000.00
9	Water Service Reconnection (Short)	27	Each	\$ 800.00	\$ 21,600.00	\$ 800.00	\$ 21,600.00	\$ 870.00	\$ 23,490.00	\$ 1,200.00	\$ 32,400.00
10	Water Service Reconnection (Long)	21	Each	\$ 1,300.00	\$ 27,300.00	\$ 1,500.00	\$ 31,500.00	\$ 1,523.00	\$ 31,983.00	\$ 1,900.00	\$ 39,900.00
11	Concrete Surface Repair	60	LF	\$ 100.00	\$ 6,000.00	\$ 50.00	\$ 3,000.00	\$ 92.50	\$ 5,550.00	\$ 60.00	\$ 3,600.00
TOTAL AMOUNT OF BASE BID				\$ 149,650.00		\$ 191,850.00		\$ 224,466.00		\$ 290,575.00	

ADDITIVE ALTERNATE NO. 1											
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1A1	6-inch PVC C900 DR14 Water Main	600	LF	\$ 15.00	\$ 9,000.00	\$ 25.00	\$ 15,000.00	\$ 29.10	\$ 17,460.00	\$ 55.00	\$ 33,000.00
2A1	6-inch Gate Valve	2	Each	\$ 1,500.00	\$ 3,000.00	\$ 1,400.00	\$ 2,800.00	\$ 1,090.00	\$ 2,180.00	\$ 1,200.00	\$ 2,400.00
3A1	6-inch HDPE DR11 Water Main (Bored)	85	LF	\$ 60.00	\$ 5,100.00	\$ 100.00	\$ 8,500.00	\$ 130.00	\$ 11,050.00	\$ 75.00	\$ 6,375.00
5A1	Connect New 6-inch to Existing 6-inch Water Main	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,482.00	\$ 3,482.00	\$ 3,000.00	\$ 3,000.00
6A1	New Fire Hydrant Assembly	2	Each	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,900.00	\$ 9,800.00	\$ 4,500.00	\$ 9,000.00
7A1	Remove Old Fire Hydrant	1	Each	\$ 200.00	\$ 200.00	\$ 800.00	\$ 800.00	\$ 820.00	\$ 820.00	\$ 250.00	\$ 250.00
8A1	Cut & Plug Old Water Main	2	Each	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 595.00	\$ 1,190.00	\$ 2,000.00	\$ 4,000.00
9A1	Water Service Reconnection (Short)	3	Each	\$ 800.00	\$ 2,400.00	\$ 800.00	\$ 2,400.00	\$ 870.00	\$ 2,610.00	\$ 1,200.00	\$ 3,600.00
10A1	Water Service Reconnection (Long)	2	Each	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00	\$ 1,523.00	\$ 3,046.00	\$ 1,900.00	\$ 3,800.00
11A1	Concrete Surface Repair	10	LF	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 92.50	\$ 925.00	\$ 60.00	\$ 600.00
12A1	6X6 Tapping Tee	1	Each	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,810.00	\$ 3,810.00	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 1 BID				\$ 34,100.00		\$ 47,000.00		\$ 56,373.00		\$ 68,525.00	

CERTIFIED TRUE AND CORRECT:
 Inspection Solutions Group, LLC
 ROBERT D. VAUGHAN
 Robert D. Vaughan, P.E.
 Branch Manager
 OKLAHOMA

3/27/18

RV/dv MC-17-08



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Legal
Prepared By: William J. Ervin
Date Prepared: April 4, 2018

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act to approve creation of the McAlester Economic Development Authority by approving the Trust Declaration.

Recommendation

Staff recommends approval of the Trust Declaration, and creation of the McAlester Economic Development Authority.

Discussion

Attached is a Trust Declaration Creating the McAlester Economic Development Authority, a Title 60 Public Trust. The MEDA is intended to promote economic growth and development in and around the City of McAlester, Oklahoma, to encourage investment and entrepreneurship that benefits the City. The Trust Declaration provides for the purposes, Trustees, powers and duties of the Trustees, limitations, interpretations, and life of the Authority.

Approved By

Department Head
City Manager

P. Stasiak

Initial
WJE

A handwritten signature in black ink, appearing to be "PJS".

Date
April 4, 2018

4-5-18

**Trust Declaration
Of
The McAlester Economic Development Authority**

Now on this 10th day of April, 2018, it is hereby declared and agreed by and between the undersigned Trustor and the individual Trustees, their heirs, successors and assigns; that they have thereby formed and do hereby create a public trust pursuant to the Laws of The State of Oklahoma now in force and effect, or hereinafter amended, namely Title 60 Okl. State Section 176 et seq. As a trust for the furtherance of a public function, solely for the use and benefit of The City of McAlester Oklahoma, as the named and designated public beneficiary thereof, a duly formed municipality and political sub-division of the State of Oklahoma, for the public purposes and reasons hereinafter set forth in this trust agreement.

ARTICLE ONE

Name of Trust:

That the name of this Trust shall be designated as:

The McAlester Economic Development Authority

and that it is under such name that the Trustees hereof shall conduct all business, execute all instruments and perform all lawful duties as Trustees on behalf of said Trust to accomplish the purposes of this Trust.

ARTICLE TWO

Purposes:

The purposes for which this Trust has been created to be accomplished for the benefit of the designated Beneficiary shall include, but is not strictly limited to the following:

1. To do all things necessary, convenient and allowed by law to:
 - a. Promote economic development and growth of that geographical area located within the municipal boundaries of the Beneficiary as of the date of this agreement and any surrounding areas adjacent thereto.
 - b. Foster entrepreneurship.
 - c. Encourage financial investment that benefits the Beneficiary.
 - d. Sustain and initiate efforts to discourage neighborhood or area blight; dilapidation and degeneration.
 - e. Further efforts of economic growth and public achievement.

- f. To establish peace, tranquility, harmony and wellbeing of the inhabitants of Beneficiary and its surrounding area.

ARTICLE THREE

Means:

To accomplish the purposes of the Trust, the Trustees shall perform all acts and duties necessary and convenient to include but not strictly limited to the following:

- a. To acquire, hold and develop real, personal and mixed property to serve the purpose of the Trust.
- b. To secure and expend funds and provide means and methods of funding or accomplishing the purposes of the Trust.
- c. To afford means and opportunity for economic and cultural growth of the Beneficiary.

ARTICLE FOUR

Trust Estate:

The corpus or principal of the Trust shall be made up of any funds, cash, money or any personal property, tangible or intangible or real or mixed property that the Trust owns at its inception or which may be added later to the Trust. It shall also consist of all contracts, leases, rights of action privileges and benefits that the Trust may own at any time, by any means.

ARTICLE FIVE

Duration and Nature of Trust:

The term of this Trust shall endure for the same period of time as the existence of the Beneficiary as a municipal entity and subdivision of the State of Oklahoma or until the purposes of this Trust shall be accomplished. This Trust shall be irrevocable.

ARTICLE SIX

Trustees:

The governing body of the Trust shall be made up of several individual trustees all of whom shall be those same persons who serve as the mayor and council members on the City Council of the City of McAlester, Oklahoma.

That the term of office of each such trustee shall coincide with their term of office as Mayor or city council member of the City of McAlester and in no instance for any longer period of time. All powers and duties given herein as powers and duties of the trustees shall only be exercised by the trustees by majority action of the entire governing body of said Trust and not as individual powers or duties to be exercised by the individual trustee.

Such trustees before exercising any powers or duties of their office as trustee on behalf of said Trust shall take and sign the oath of office required of public officials.

ARTICLE SEVEN

Powers and Duties of Trustees

The Trustees designated herein (including any successor Trustees) shall be entitled to exercise all the powers and duties set out in this Agreement, acting in concert; the intent hereof being that said Trustees may act on behalf of this Trust without necessity for written consent or participation by Trustor or Beneficiary.

7.1 With respect to the management of this Trust, the sale, conveyance or transfer of trust property, and the power and duties of the Trustees, the provisions of the statutes of the State of Oklahoma now in force, including but not limited to Title 60 Oklahoma Statutes, Section 176 et seq., shall govern, except as they may be modified or limited by the provisions of this indenture. No repeal or amendment of the terms of said statutes shall be effective to change the power and duties of the Trustees as herein established and defined by the provisions of said statutes existing on the date this agreement is executed; and this agreement, except as herein modified or limited, shall continue in effect with respect to all property which may come into the hands of the Trustees whether such property has a situs within or without the State of Oklahoma. Without restricting the generality of the foregoing, the following powers are set forth, by way of illustration of the extent of powers granted and not by way of limitation, to be exercised from time to time by Trustees in their discretion.

7.2 To receive additions to the Trust established under this agreement from any source, and to administer such additions according to the terms of this agreement.

7.3 To retain indefinitely without liability for loss any property or interest in property received in kind by Trustees as an addition to the trust estate regardless of degree of risk, effect on diversification or unproductively of the asset.

7.4 To sell, exchange, lease, grant options to purchase and execute contracts concerning trust property or the acquisition of trust property for such consideration and upon such conditions and payment terms as Trustees may determine without regard to the termination date of any trust;

7.5 To invest and reinvest trust funds from time to time in bonds, notes, debentures, corporate stocks of any class, trust interest including common trust funds and investment trust shares, real estate or any other kind of real or personal property or business interest being limited only by statutes or rule of law concerning property investments for public trusts and by its Trustees any income taxes payable by such Trust on income, when making and managing trust investment.

7.6 If allowed by law, to hold securities in bearer form and to hold any property in the name of the trust or in the name of its Trustees.

7.7 To participate in the management of any business enterprise as stockholder, partner or principal; to participate in any organization or reorganization of a business enterprise

committing and transferring trust assets or funds for such purposes; to vote by proxy or otherwise; to deposit or transfer securities to protective or voting committees or similar bodies; and to exercise any options, execute any document and delegate authority to act in its behalf in furtherance of any of these activities.

7.8 To operate, improve or develop real estate, to construct, alter, raze or repair buildings or structures on real estate; to partition, to sell, subdivide, dedicate to public use, grant easements or other rights with respect to or otherwise deal with real estate.

7.8.1 To execute, acknowledge and deliver any instruments necessary to grant, sell or assign oil and gas leases or any other interest in or with respect to oil, gas or other mineral properties owned by this trust; to enter into farmout, operating, unitization agreements, or any other agreements with respect to the exploration, assignment, production or operation of such properties; to sign and execute division orders; to join and participate in ventures for the exploration, drilling, development and operation of such properties, regardless of risk or profitability.

7.9 To employ and compensate attorneys, accountants, brokers, agents, and custodians. To further employ and compensate a person to act as Director of Economic Development as its executive officer, together with sufficient staff personnel to perform the day to day operations of said trust in order to accomplish its purposes.

7.10 To pay all costs and expenses of the Trust and its property, including any compensation allowed by law to Trustees for their services.

7.11 To arbitrate, mediate, settle, compromise, contest, foreclose, extend or abandon claims or demands in favor of or against the trust or its assets.

7.12 To borrow at interest money from others, and to assume indebtedness and encumber trust property by mortgage or pledge as allowed by law.

7.13 To allocate receipts and disbursements between principal and income on a reasonable basis giving consideration to its usual custom and the Oklahoma principal and income statutes as may be in effect from time to time in making such determinations; to establish reserves out of income, if Trustees see fit, for depreciation of property, depletion of natural resources and other anticipated costs or expenses; to estimate the net income for purposes of making periodic distributions or estimating income taxes, without liability for any error in such estimates.

7.14 To the extent allowed by law, to enter into any transactions authorized by this article with Trustees or agents or representatives of other trusts or estates in which any beneficiary of this trust agreement has an interest or which by its term distributes to any trust established by this agreement, even though Trustees also serve the other trust or estate in a fiduciary capacity; and in any such transaction, to purchase property, or make loans or notes secured by property, even though similar or identical property constitutes a large proportion of the balance of the trust estate, and to retain any such property or note as if it had been received in kind as an addition to the trust estate.

7.15 To purchase and own policies of insurance insuring the Trust and its Trustees against liability for its acts, and to insure trust property against loss due to hazard or casualty, as provided by law; to continue in effect or to terminate any such insurance policy; to pay premiums or charges on such insurance from income or principal; and to exercise any and all settlement options, rights or incidents of ownership Trustees may have over such policies of insurance.

7.16 To determine the market value of any investment for any purpose on the basis of such quotations or information as Trustees deem pertinent and reliable.

7.17 No person dealing with, making payments to or delivering property to the Trust or its Trustees shall be obliged to inquire as to the powers of Trustees nor to see the application of any money or property delivered to Trustees.

7.18 Until Trustees shall have written notice of any event or the existence of any document upon which the right to payments under this agreement may depend, Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event or by the existence of such document.

7.19 Trustees may at any time and from time to time petition any appropriate Court to have trust accountings judicially settled or provisions of this agreement judicially interpreted.

ARTICLE EIGHT

Beneficiary:

The term beneficiary as used herein shall refer to the City of McAlester, Oklahoma, a duly formed and existing municipality and political subdivision of the state of Oklahoma, as previously designated herein. Said beneficiary shall have no rights of management concerning the daily operations of this Trust nor any proprietary rights of ownership in the trust estate other than that granted by this trust agreement upon its termination as hereinafter stated.

ARTICLE NINE

Termination of Trust:

This Trust is irrevocable and shall terminate only on the happening of any of the following conditions and then only after any existing indebtedness of the Trust has been paid or finally resolved:

9.1 When the purposes for which the Trust was established have been completed.

9.2 When it has been determined by a court of competent jurisdiction that the purposes for which this trust was established to accomplish for any reason cannot be accomplished.

9.3 When the designated beneficiary of the Trust ceases to exist.

ARTICLE TEN

Administrative Provisions:

Severability: The illegality, invalidity or ineffectiveness of any of the provisions of this instrument shall not affect the remaining portions hereof.

Interpretations

No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine or neuter gender in this agreement. Each designation or gender shall be construed to include the others where appropriate.

This trust agreement shall be construed under and regulated by the laws of the State of Oklahoma now or hereafter in effect.

This agreement, to be binding on our heirs, administrators, trustees, successors and assigns and IN WITNESS WHEREOF, Trustor and Co-Trustees have hereunto subscribed their names on the date first written above thereby evidencing our acceptance of the beneficial interest of said trust on behalf of said City of McAlester, OK as its governing body.

_____, Trustor
Peter Stasiak

_____, Trustee
John Browne

_____, Trustee
Weldon Smith

_____, Trustee
Cully Stevens

_____, Trustee
Travis Read

_____, Trustee
James Brown

_____, Trustee
Buddy Garvin

_____, Trustee
Jason Barnett

STATE OF OKLAHOMA)
) ss:
COUNTY OF PITTSBURG)

ACKNOWLEDGMENT

Before me the undersigned Notary Public, on the 10th day of April, 2018, personally appeared Peter Stasiak, John Browne, Weldon Smith, Cully Stevens, Travis Read, James Brown, Buddy Garvin, Jason Barnett, known to be the identical persons who subscribed their names as the makers thereof as Trustor and Trustees, respectively and acknowledged to me that they signed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

Notary Public

My Commission Expires: 03/06/2019
My Commission No: 15002159



McAlester City Council

AGENDA REPORT

Meeting Date: April 10, 2018
Department: Legal
Prepared By: William J. Ervin
Date Prepared: April 4, 2018

Item Number: 7
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act to adopt a resolution accepting the beneficial interest of the McAlester Economic Development Authority and authorizing the Mayor to endorse the acceptance of the beneficial interest of the trust on the Trust Declaration.

Recommendation

Staff recommends adoption of a resolution accepting the beneficial interest of the MEDA on behalf of the City of McAlester, Oklahoma, and authorizing the Mayor to endorse the acceptance of the Trust Declaration.

Discussion

The attached Resolution accepts the beneficial interest of the MEDA on behalf of the beneficiary, as required by law, and authorizes the Mayor to endorse the acceptance on the Trust Declaration.

Approved By

Department Head
City Manager

P. Stasiak

Initial
WJE

PJS

Date
April 4, 2018

4-5-18

RESOLUTION NO. _____

**A RESOLUTION RELATING TO A PUBLIC TRUST FOR
THE BENEFIT OF THE CITY OF MCALESTER AND
DECLARING AN EMERGENCY.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

SECTION 1. The Mayor and City Council being the governing body of the City of McAlester, Oklahoma, hereby accepts, for and on behalf of said municipality, the beneficial interest in the public trust designated as The McAlester Economic Development Authority, provided for in the Trust Declaration of said public trust, for the comprehensive purpose of furthering, and providing funds for the furthering of any authorized or proper function of the said municipality, including but not limited to the economic growth and development of the municipality and the area in reasonable proximity thereto, and for purposes thereof, in all respects in accordance with said Trust Declaration; and the Mayor of the said municipality is hereby authorized and directed to endorse such acceptance of beneficial interest of said Trust Declaration for and on behalf of the municipality and the governing body thereof.

SECTION 2. By reason of the need for the immediate preservation of peace, health and safety, an emergency hereby is declared to exist and this Resolution shall be effective immediately upon its adoption.

ADOPTED this 10th day of April, 2018.

John Browne - Mayor

ATTEST: (Seal)

City Clerk

ACCEPTANCE OF BENEFICIAL INTEREST

On this 10th day of April, 2018, pursuant to Resolution duly adopted by its governing body, the City of McAlester, Oklahoma, and said governing body of said City, hereby accept for, and on behalf of said City, the beneficial interest in the trust created by the within and foregoing Trust Declaration, in all respects in accordance with the terms of said Trust Declaration.

CITY OF MCALESTER, OKLAHOMA

By: _____
John Browne - Mayor

ATTEST: (Seal)

City Clerk

Council Chambers
Municipal Building
March 27, 2018

The McAlester Airport Authority met in Regular session on Tuesday March 27, 2018, at 6:00 P.M. after proper notice and agenda was posted March 23, 2018.

Present: Cully Stevens, Travis Read, Robert Karr, Weldon Smith & John Browne
Absent: Jason Barnett & Buddy Garvin
Presiding John Browne, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the March 13, 2018, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 20, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 2,570.10.
- Confirm action taken on City Council Agenda Item G, authorization for the Mayor to sign the update on the application and agreement for Morgan Stanley for our defined benefit plan and assets. (*Toni Ervin, Chief Financial Officer*)

There was no discussion, and the vote was taken as follows:

AYE: Trustees Stevens, Karr, Smith, Read & Chairman Browne

NAY: None

Chairman Browne declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

There was no discussion and the vote was taken as follows:

AYE: Trustees Stevens, Karr, Smith, Read & Chairman Browne

NAY: None

Chairman Browne declared the motion carried.

John Browne, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
March 27, 2018

The McAlester Public Works Authority met in Regular session on Tuesday March 27, 2018, at 6:00 P.M. after proper notice and agenda was posted March 23, 2018.

Present: Cully Stevens, Travis Read, Weldon Smith, Robert Karr & John Browne
Absent: Jason Barnett & Buddy Garvin
Presiding: John Browne, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the March 13, 2018, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B regarding claims ending March 20, 2018. (*Toni Ervin, Chief Financial Officer*) in the amount of \$ 261,725.86.
- Confirm action taken on City Council Agenda Item G, authorization for the Mayor to sign the update on the application and agreement for Morgan Stanley for our defined benefit plan and assets. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item I, receipt of Permit No. WL000061180095 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 730 linear feet of twenty (20) inch PVC water transmission line and all appurtenances to serve the Talawanda Dam 20" Water Transmission Line, Pittsburg County, Oklahoma. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, authorization for the Mayor to sign Change Order # 2 from Allen Oilfield Electric, LLC for an additional 95 days for the completion of the High Service Pump Motor Control Center Replacement at the McAlester Water Treatment Plant. (*Dalton Carlton, Utility Maintenance Supervisor*)

There was no discussion, and the vote was taken as follows:

AYE: Trustees Stevens, Karr, Read, Smith & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

There being no further business to come before the Authority. Mr. Smith moved for the meeting to be adjourned, and the motion was seconded by Mr. Read.

There was no discussion and the vote was taken as follows:

AYE: Trustees Stevens, Karr, Read, Smith & Chairman Browne.
NAY: None

Chairman Browne declared the motion carried.

ATTEST:

John Browne, Chairman

Cora Middleton, Secretary